



Agenda
City Council Special Meeting
Wednesday, August 6, 2025
Richland City Hall ~ Council Chambers
625 Swift Boulevard

City Council Special Meeting - 6:00 p.m.

Welcome and Roll Call

Pledge of Allegiance

Approval of Agenda: (Approved by Motion)

Presentations:

1. Richland National Little League Proclamation
 - Mayor Richardson
2. New Hires and Retirements
 - Lacey Paulsen, Human Resources Director

Public Hearing: Please limit public hearing comments to 3 minutes. Comments must speak only to the item for which the hearing is convened. Records intended for Council consideration must be given to the City Clerk for distribution.

Public Comments: Please limit public comments to 2 minutes. The public comment period is not an opportunity for dialogue with councilmembers, or for posing questions with the expectation of an immediate answer. Many questions require an opportunity for information-gathering and deliberation. For this reason, Council will accept comments, but will not directly respond to comments, questions or concerns during public comment. Records intended for Council consideration must be given to the City Clerk for distribution.

Consent Calendar: Items on the Consent Calendar have been distributed to the City Council in advance for reading and study, are considered to be routine, and will be enacted by one motion of the Council with no discussion. Councilmembers may transfer individual items to Items of Business for deliberation before voting.

Minutes:

3. Approval of the July 15, 2025 City Council Regular Meeting Minutes and the July 22, 2025 City Council Special Meeting and Workshop Meeting Minutes
 - Jennifer Rogers, City Clerk

Ordinances - First Reading:

4. Ordinance No. 2025-19, Amending Richland Municipal Code Section 5.04.245 related to Business License Exemptions
 - Heather Kintzley, City Attorney
5. Ordinance No. 2025-20, Ratifying a Grant Agreement with the Washington State Criminal Justice Training Commission and Amending the 2025 Budget to Provide for Additional Appropriations in the City's General

Fund

- Marty Pilcher, Chief of Police

Ordinances - Second Reading & Passage:

6. Ordinance No. 2025-09, Establishing Chapter 20.10 of the Richland Municipal Code related to Alarm Systems for Law Enforcement Response
 - Marty Pilcher, Chief of Police
 - Heather Kintzley, City Attorney

Resolutions - Adoption:

7. Resolution 2025-106, Authorizing a Consultant Agreement with Electric Power Systems, Inc. for Engineering and Design Services for the Dallas Road Substation
 - Clint Whitney, Energy Services Director
8. Resolution No. 2025-107, Authorizing a Consultant Agreement with J-U-B Engineers, Inc. for Sanitary Sewer and Storm Lift Station Rehabilitation and Replacement
 - Carlo D'Alessandro, Public Works Director
9. Resolution No. 2025-108, Authorizing Applications to the Washington State Department of Commerce Public Works Board for the Wastewater Treatment Plant Anaerobic Digester Improvements and Grit Works Rehabilitation Projects
 - Carlo D'Alessandro, Public Works Director

Items - Approval:

None.

Expenditures - Approval:

None.

Items of Business:

None.

Reports and Comments:

1. City Manager
2. City Council
3. Mayor

Adjournment

This meeting will be broadcast live on [CityView Channel 192](#) on the City's website and on the [City's YouTube Channel](#).

Richland City Hall is ADA accessible. Any individual who has difficulty attending the meeting in-person may request to provide comments remotely. (Ch. 42.30 RCW) Requests for sign interpreters, audio equipment, and/or other special services must be received 48 hours prior to the meeting by calling the City Clerk's Office at 509-942-7389.



Proclamation

WHEREAS, the Richland National Little League (RNLL) has a long-standing tradition of fostering youth development, teamwork, and community spirit through baseball and softball in the City of Richland; and

WHEREAS, during the 2025 season, RNLL achieved remarkable success across all divisions, with all three age groups capturing district titles, demonstrating depth and talent throughout the League; and

WHEREAS, the 11-year-old All Star team advanced to the state championships, earning recognition as the top team in Washington for their age division and outscoring opponents 47-7 in just four games, including a historic no-hitter in the semifinals; and

WHEREAS, the 12-year-old team placed 6th at state and reached the rare milestone of winning district titles for three consecutive years, a testament to consistent excellence and player development; and

WHEREAS, RNLL reached a record 454 registered players in 2025 and launched its inaugural softball program, expanding opportunities for youth participation and community connection; and

WHEREAS, the League's achievements reflect the tireless efforts of volunteer coaches, board members, parents, and fans whose support has made RNLL a competitive and community-centered program.

NOW, THEREFORE, I, Theresa Richardson, by virtue of the authority vested in me as Mayor of the City of Richland, Washington, do hereby proclaim Wednesday, August 6, 2025 as

“Richland National Little League Day”

in celebration of the League's outstanding achievements and positive impact on the youth and families of Richland.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed hereto the official seal of the City of Richland, Washington, on this 6th day of August, 2025.


Theresa Richardson, Mayor



WELCOME TO RICHLAND



WELCOME TO RICHLAND



Gustavo Espiritu

Maintenance Worker I

Division: Solid Waste

Hire Date: 07/07/2025



WELCOME TO RICHLAND



Shameka Garcia

Police Officer

Division: Police

Hire Date: 07/28/2025



RETIREEES



WELCOME TO RICHLAND



Brian Santos

Electrician Lead

Division: Wastewater Maintenance

Retirement Date: 07/31/2025

Years of Service: 31



MINUTES
Richland City Council Regular Meeting
Tuesday, July 15, 2025
Richland City Hall ~ Council Chambers
625 Swift Boulevard

City Council Regular Meeting - 6:00 p.m.

Mayor Richardson called the Council meeting to order at 6:00 p.m.

Welcome and Roll Call

Mayor Richardson welcomed those in the audience and expressed appreciation for their attendance.

Attendance: Mayor Richardson	Present
Mayor Pro Tem Kent	Present
Councilmember Jones	Present (Remote via Zoom)
Councilmember Lukson	Present
Councilmember Maier	Present
Councilmember VanDyke	Present (Remote via Zoom)
Councilmember Whitten	Present

Also present were City Manager Amundson, Deputy City Manager Schiessl, Assistant City Manager Florence, City Attorney Kintzley, Fire Chief Huntington, Energy Services Director Whitney, Finance Director Allen, Human Resources Director Paulsen, Public Works Director D'Alessandro, Development Services Director Rizzitiello, Police Commander Mason, and City Clerk Rogers.

Pledge of Allegiance

Mayor Pro Tem Kent led the Council and audience in the Pledge of Allegiance.

Approval of Agenda

COUNCILMEMBER LUKSON MOVED AND COUNCILMEMBER WHITTEN SECONDED THE MOTION TO APPROVE THE AGENDA AS PUBLISHED. MOTION CARRIED 7-0.

Presentations

None.

Public Hearing

City Clerk Rogers read the Public Hearing and Public Comments procedures.

1. Approving the 2025-2027 Collective Bargaining Agreement with the International Union of Operating Engineers, Local No. 280, Resolution No. 2025-104

Mayor Richardson opened and closed the public hearing at 6:04 p.m. No testimony was offered.

Public Comments

The following individuals provided comments:

- David Le Count, a resident of Richland, expressed concerns over the increasing use of illegal fireworks in Richland and Tri-Cities and noted its impact on pets and residents. Mr. Le Count urged Council to consider a complete ban on fireworks.
- Ken Peterson, a resident of Richland, requested the City place a “No Parking” sign in front of his home on Haines Avenue to prevent a neighbor from parking large vehicles on his side of the street. He also raised safety concerns about poor visibility around a nearby curve due to overgrown vegetation. He then shared recent incidents involving children riding motorized scooters in traffic on Haines Avenue and George Washington Way. Mr. Peterson thanked staff for their work along the dike.
- Colleen Spadoni, a resident of Richland, commended the City’s beautification efforts, particularly around Leslie Groves Park, including lawn maintenance and repaved parking lots. She then requested the City implement ADA-compliant playground equipment for children with visual and physical limitations. Next, Ms. Spadoni raised concerns about maintenance needs near the ADA fishing dock and submitted photographs depicting these concerns. In conclusion, Ms. Spadoni expressed concerns over the unsafe speeds of motorized scooters on the City’s bike paths.
- Bonnie Allen, a resident of Richland, expressed frustration over illegal fireworks that have been discharged nearly every night for the past month. She emphasized the distress it causes both residents and pets. Ms. Allen called for effective enforcement solutions.
- Randy Slovic, a resident of Richland, informed Council that there was no audio available for the current meeting on Channel 192 or the online stream. City staff responded that they are actively working to resolve the issue.
- Marie Noorani, a resident of Richland, expressed agreement with previous speakers regarding the ongoing issues with fireworks. She stated that, in her view, the City is not managing the situation effectively and described the situation as both hazardous and a nuisance, which places an undue burden on firefighters.

- Connie Nuñez, a resident of Richland, reiterated her previous request for public comment time to be extended from two (2) minutes to three (3) minutes per speaker. She then raised concerns about pedestrian safety at the Duportail Street and Thayer Drive crosswalk, noting that drivers routinely fail to stop. She requested a signal light be installed to enhance pedestrian safety.
- Martin Brown, a resident of Richland, expressed concerns about the overpopulation of feral cats in his neighborhood. He cited specific sections of the Richland Municipal Code and proposed amendments to enhance animal control enforcement. Mr. Brown also questioned the cost-effectiveness of the current Trap, Neuter, Return (TNR) program. In closing, he questioned the City's decision to prioritize the construction of a children's park over a pickleball court at Howard Amon Park and advocated for the addition of pickleball courts next to the tennis courts.

Consent Calendar

City Clerk Rogers read the Consent Calendar.

Minutes

2. Approval of the July 1, 2025 City Council Regular Meeting Minutes

Ordinances - First Reading

3. Ordinance No. 2025-09, Establishing Chapter 20.10 of the Richland Municipal Code related to Alarm Systems for Law Enforcement Response

Ordinances - Second Reading & Passage

None.

Resolutions – Adoption

4. Resolution No. 2025-55, Authorizing an Amendment to the Purchase and Sale Agreement with Beef Expansion, LLC
5. Resolution No. 2025-101, Authorizing an Interagency Agreement with Washington State Department of Transportation for SR-240/Aaron Drive Complete Streets Improvements Project
6. Resolution No. 2025-102, Authorizing a Letter of Intent with Energy Northwest to Purchase 5-15MW from the Ruby Flats Solar Project **(PULLED BY COUNCILMEMBER LUKSON)**
7. Resolution No. 2025-103, Authorizing a Consultant Agreement with BPM LLP for Virtual Chief Information Security Officer Services

Items – Approval

None.

Expenditures – Approval

8. Expenditures from June 1, 2025 to June 30, 2025 for \$27,357,587.09 including Travel Checks Nos. 20793-20812, Accounts Payable Check Nos. 336779-337603, Accounts Payable Wire Nos. 10590-10629, Payroll Wires & ACH Nos. 14772-14836, Payroll Check Nos. 237606-237614, and Payroll Direct Deposits Nos. 251550003877-251810004672

COUNCILMEMBER LUKSON PULLED RESOLUTION NO. 2025-102, AUTHORIZING A LETTER OF INTENT WITH ENERGY NORTHWEST TO PURCHASE 5-15 MW FROM THE RUBY FLATS SOLAR PROJECT (ITEM NO. 6). ITEM NO 6 WAS RELOCATED TO ITEM NO. 11 UNDER ITEMS OF BUSINESS.

COUNCILMEMBER WHITTEN MOVED AND COUNCILMEMBER MAIER SECONDED THE MOTION TO APPROVE THE CONSENT CALENDAR AS AMENDED. THOSE IN FAVOR: MAYOR RICHARDSON, MAYOR PRO TEM KENT, AND COUNCILMEMBERS JONES, LUKSON, MAIER, VANDYKE AND WHITTEN. THOSE OPPOSED: NONE. MOTION CARRIED 7-0.

Items of Business

9. Resolution No. 2025-104, Approving the 2025-2027 Collective Bargaining Agreement with the International Union of Operating Engineers, Local No. 280

Human Resources Director Paulsen provided an overview of the key terms included in the proposed three (3) year Collective Bargaining Agreement (CBA) with the International Union of Operating Engineers, (IUOE) Local No. 280. Approximately 110 City employees in the Public Works, Parks & Public Facilities, and Administrative Services departments are represented by the IUOE.

Human Resources Director Paulsen summarized the key terms of the proposed CBA.

Following the presentation, Human Resources Director Paulsen responded to questions from Council.

COUNCILMEMBER LUKSON MOVED AND COUNCILMEMBER MAIER SECONDED THE MOTION TO ADOPT RESOLUTION NO. 2025-104, APPROVING THE 2025-2027 COLLECTIVE BARGAINING AGREEMENT WITH THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 280. THOSE IN FAVOR: MAYOR RICHARDSON, MAYOR PRO TEM KENT, AND COUNCILMEMBERS JONES, LUKSON, MAIER, VANDYKE AND WHITTEN. THOSE OPPOSED: NONE. MOTION CARRIED 7-0.

10. Downtown Connectivity Project Status Update (discussion only)

Deputy City Manager Schiessl introduced the Downtown Connectivity Improvements Project (the “Project”) by outlining its core objectives: investing in the Central Business District (CBD) to promote neighborhood vitality, connecting the waterfront to the downtown area, improving mobility for all modes of transportation, enhancing Richland’s overall quality of life, and supporting the local business community.

Deputy City Manager Schiessl emphasized that these improvements are intended not only to improve transportation, but also to create conditions that encourage business growth and expand customer access. He concluded by stating that these high-level goals provide essential context for understanding the purpose and potential impact of the Project. Concluding his remarks, he transitioned the presentation to Public Works Director D’Alessandro.

Public Works Director D’Alessandro stated that the Project has been in development for several years and is intended to revitalize Richland’s CBD by enhancing pedestrian and bicycle access, linking the waterfront to downtown, and supporting future economic development.

The 2019 Downtown Connectivity Study, which included significant public engagement, led to the selection of a one-way couplet design from the intersection of George Washington Way and Jadwin Avenue to the intersection of Symons Street and George Washington Way, and includes a road diet concept. This road diet reduces ten (10) lanes total between Jadwin Avenue and George Washington Way to six (6) lanes.

In addition to adding protected bike lanes, wider sidewalks, on-street parking, and stormwater infrastructure, the design also incorporates lighting, landscaping, art, and wayfinding to enhance safety and provide downtown character.

Public Works Director D’Alessandro reported that the environmental review is complete and the project is at 60% design. Right-of-way acquisition has begun, and public outreach efforts are underway with affected property owners. The Project received more than \$24 million in funding from federal, state, and local sources. Branded as the *Downtown Loop*, the Project has a dedicated website, www.TheDowntownLoop.com, with detailed updates and resources. A public open house is scheduled for fall 2025, with construction set to begin in spring 2026 and conclude in late 2027.

Public Works staff will host a booth at the National Night Out (NNO) event to share project information. Detailed information can be found in the PowerPoint presentation included in the agenda packet. Following the presentation, Council engaged in a question-and-answer session with staff.

11. Resolution No. 2025-102, Authorizing a Letter of Intent with Energy Northwest to Purchase 5-15MW from the Ruby Flats Solar Project (**FORMERLY ITEM NO. 6 ON THE CONSENT CALENDAR**)

Councilmember Lukson stated that he pulled this item from the Consent Calendar to disclose a conflict of interest. Councilmember Lukson, as an attorney for Energy Northwest, provides legal advice to Energy Northwest on the Ruby Flats Solar Project. Councilmember Lukson recused himself and exited the council chambers until the matter was concluded.

Councilmember Whitten also disclosed that he is employed by Energy Northwest, but clarified that his role does not involve access to any information related to the proposed agreement. He affirmed that he has no direct involvement with or professional knowledge of the Ruby Flats Solar project.

Energy Services Director Whitney explained that the proposed letter of intent would reserve the City's ability to purchase between five (5) and fifteen (15) megawatts (MW) of solar power from the Ruby Flats Solar Project, located within Richland city limits on the north side of Horn Rapids Road. He noted that the City's Integrated Resource Plan, originally developed in 2020 and updated in 2024, identifies a need for renewable solar energy to meet Washington State's renewable energy standards. Participating in the Ruby Flats project would help fulfill those requirements. Energy Services Director Whitney further advised that the letter of intent would be followed by a formal power purchase agreement to be presented to Council at a later date.

Energy Services Director Whitney concluded by noting that the Utility Advisory Committee (UAC) reviewed the proposal and expressed support for the proposed letter of intent with Energy Northwest.

MAYOR PRO TEM KENT MOVED AND COUNCILMEMBER MAIER SECONDED THE MOTION TO ADOPT RESOLUTION NO. 2025-102, AUTHORIZING A LETTER OF INTENT WITH ENERGY NORTHWEST TO PURCHASE 5-15MW FROM THE RUBY FLATS SOLAR PROJECT. THOSE IN FAVOR: MAYOR RICHARDSON, MAYOR PRO TEM KENT, AND COUNCILMEMBERS JONES, MAIER, VANDYKE AND WHITTEN. THOSE OPPOSED: NONE. COUNCILMEMBER LUKSON RECUSED. MOTION CARRIED 6-0.

Councilmember Lukson rejoined the meeting.

Reports and Comments

City Manager

City Manager Amundson announced that a special City Council meeting will be held on Tuesday, July 22, 2025 at 6:00 p.m. at the City Shops Building, located at 2700 Duportail Street. During this special meeting, City Council will appoint members to serve on the Pro and Con Committees for the proposed charter amendment to establish five (5) district-based council seats in the City of Richland. Applications for both committees are available on the City's website.

The regularly scheduled workshop will immediately follow the special meeting and will also be held at the City Shops facility. This location was selected to provide Council with a tour of the facility and to provide a better understanding of the City's operations based at the facility, which is timely as the City approaches budget discussions and considers related capital requests.

City Manager Amundson then reviewed the three (3) workshop agenda items.

Additionally, he announced that the August 5, 2025 City Council regular meeting has been canceled to accommodate the annual National Night Out (NNO) event held the same day. Instead, a special Council meeting will be held on Wednesday, August 6, 2025. He encouraged councilmembers and residents to attend the NNO event held at Howard Amon Park, which will include booths from various City departments, including a Public Works booth providing information on the Downtown Loop Project.

City Council

Councilmembers Jones and VanDyke had no comments.

Councilmember Lukson noted that councilmember comments take place at the end meetings, by which time many engaged community members have already left. He suggested that Council consider moving comments earlier on the agenda to ensure the public has an opportunity to hear their remarks.

On the topic of fireworks, Councilmember Lukson emphasized the importance of evaluating enforcement efforts, particularly in response to repeated complaints from residents about fireworks being discharged outside the permitted days surrounding the 4th of July. While acknowledging the challenges of enforcement on July 4th due to limited police resources and competing priorities, he emphasized the need for a more proactive response, especially in areas with habitual violations that significantly affect residents. Councilmember Lukson suggested that RPD consider exploring whether more active enforcement could be applied in those areas to help deter future violations and demonstrate responsiveness to community concerns.

Mayor Pro Tem Kent stated that while not known to the audience, City Manager Amundson actively takes notes during the public comment section of the meeting and often directs staff to engage directly with speakers, demonstrating that public input is being heard and addressed.

Next, Mayor Pro Tem Kent referenced public comments regarding the use of electric scooters, stating that while she appreciated that more people are choosing scooters over vehicles, she expressed concern about unsafe behavior, such as not using crosswalks or yielding properly. She expressed interest in exploring ways to improve education and communication around the safe use of scooters and other motorized devices on trails to prevent potential accidents.

Councilmember Whitten echoed Councilmember Lukson's concerns regarding fireworks, sharing that he has heard them in his neighborhood well beyond the timeframe permitted by city ordinance. He acknowledged the challenges of enforcement against those setting off illegal fireworks and expressed openness to any practical enforcement solutions. Councilmember Whitten reflected on the broader issue as a symptom of declining community courtesy and urged citizens to be more mindful and courteous toward one another.

Councilmember Whitten then highlighted the approval of first reading of Ordinance No. 2025-09 regarding Alarm Systems for Law Enforcement Response, and expressed appreciation for the prior discussions that led to its development. He voiced support for the ordinance moving forward and is hopeful it will reduce unnecessary demands on police resources and allow law enforcement to focus on higher priority matters.

Councilmember Maier stated that rather than suggesting how law enforcement should respond to fireworks violations, he suggested that Council reframe the conversation by asking what tools or policy changes Council could implement to better support their efforts. He emphasized that while there is strong community interest in addressing the issue of illegal fireworks, he welcomed further information on effective, practical options.

Councilmember Maier then referenced Ordinance No. 2025-09, and expressed hope that the new legislation would help reduce false alarms and ensure associated costs are no longer a drain on city resources. He concluded by thanking staff, particularly City Attorney Kintzley, for their efforts in developing the ordinance and expressed appreciation that the Council reached consensus to move the measure forward.

Mayor

Mayor Richardson also addressed the ongoing concerns regarding fireworks, sharing that from her home, she can see displays across multiple jurisdictions, including Richland and West Richland. She suggested a more regional approach may be necessary to effectively address the issue.

She then recognized the 60th anniversary of the Pacific Northwest National Laboratory (PNNL) and noted its substantial impact on the Richland community. She praised PNNL's culture of volunteerism and community engagement, as well as its recent \$3 million donation to Columbia Basin College in support of science, technology, engineering and math (STEM) education.

Executive Session

12. Executive Session Per RCW 42.30.110(1)(i): Discuss Current or Potential Litigation with Legal Counsel (45 minutes)

At 7:31 p.m., Richland City Council convened in executive session for forty-five (45) minutes to discuss current or potential litigation with legal counsel. A brief transition from

the council chambers to the executive session room occurred, with the executive session beginning at 7:36 p.m.

Individuals present for the executive session included Mayor Richardson, Mayor Pro Tem Kent, and Councilmembers Jones, Lukson, Maier and Whitten. Also present were City Manager Amundson, Deputy City Manager Schiessl and City Attorney Kintzley.

Council exited the executive session at 8:17 p.m. No action was taken.

Adjournment

Mayor Richardson adjourned the meeting at 8:17 p.m.

APPROVED:

ATTEST:

Theresa Richardson, Mayor

Jennifer Rogers, City Clerk

DATE APPROVED:

DATE PUBLISHED:



MINUTES

Richland City Council Special Meeting and Regular Workshop

Tuesday, July 22, 2025

Richland City Shops ~ Room 110

2700 Duportail Street

City Council Special Meeting - 6:00 p.m.

Mayor Richardson called the Special meeting to order at 6:00 p.m.

Attendance: Mayor Richardson	Present
Mayor Pro Tem Kent	Present
Councilmember Jones	Present
Councilmember Lukson	Absent
Councilmember Maier	Present
Councilmember VanDyke	Present
Councilmember Whitten	Present

Also present were City Manager Amundson, Deputy City Manager Schiessl, Assistant City Manager Florence, City Attorney Kintzley, Chief of Police Pilcher, Energy Services Director Whitney, Finance Director Allen, Parks & Public Facilities Director Waite, Public Works Director D'Alessandro, Development Services Director Rizzitiello and City Clerk Rogers.

Agenda Items

1. Resolution No. 2025-105, Establishing Pro and Con Committees for the Proposed Charter Amendment to Create Voting Districts in the City of Richland

Council briefly discussed the appointment process to select three (3) members each to the Pro and Con Committees. Councilmember Whitten noted that if the matter were handled by the Benton County Auditor's Office, the standard practice would be to appoint based on the first three (3) applications received. While not necessarily recommending that approach, Councilmember Whitten presented it as an option that would expedite the process and minimize the potential for perceived partisanship or bias. Following a brief discussion, Council reached a consensus to adopt the same approach. The following applicants were selected:

- **Pro Committee:** Ragan Faylor, Karyn Hede, and Tim Taylor
- **Con Committee:** Dean Gano, Trudy Prince, and Andrew Rice

COUNCILMEMBER WHITTEN MOVED AND COUNCILMEMBER JONES SECONDED THE MOTION TO ADOPT RESOLUTION NO. 2025-105, ESTABLISHING PRO AND CON COMMITTEES FOR THE RICHLAND CITY CHARTER DISTRICTING CHARTER AMENDMENTS MEASURE APPEARING ON THE NOVEMBER 4, 2025 GENERAL

ELECTION BALLOT. THOSE IN FAVOR: MAYOR RICHARDSON, MAYOR PRO TEM KENT, AND COUNCILMEMBERS JONES, MAIER, VANDYKE AND WHITTEN. THOSE OPPOSED: NONE. MOTION CARRIED 6-0.

Mayor Richardson adjourned the special meeting at 6:07 p.m.

City Council Regular Workshop Meeting

Mayor Richardson called the workshop meeting to order at 6:07 p.m.

Agenda Items

1. City Shops Tour

The workshop session began with a tour of the City Shops, where Council and members of the public were invited to explore city operations housed in the facility. Deputy City Manager Schiessl led the tour, which ran from 6:08 p.m. to 7:13 p.m.

2. Off Street Parking Regulation: Review of Consultant Findings and Community Engagement

Deputy City Manager Schiessl provided a brief introduction of the topic, reminding Council that several months prior, the City engaged Kimley-Horn and Associates, Inc. to evaluate Richland's off-street parking requirements. This effort culminated in an Optimization Study. DCM Schiessl then introduced consultant Robert Ferrin, who shared findings from recent community engagement activities (including a session with the Richland Planning Commission), an analysis of new state legislation, and his initial observations of the City's existing parking code.

Mr. Ferrin presented the findings of Richland's Off-Street Parking Optimization Study. The presentation covered project background and scope, context and implications of Senate Bill 5184, regional and national parking optimization trends, community and stakeholder meeting results, and recommendations for zoning code changes and parking management strategies.

Following the presentation, Council engaged in a robust discussion regarding the study findings, the consultant's recommendations, and compliance with SB 5184.

3. City Council Correspondence Policy

City Manager Amundson presented a proposal to formalize the City's process for handling requests for both routine and non-routine letters of support. Council provided feedback on the proposed approach.

Future Workshop Agenda

City Manager Amundson previewed upcoming workshop topics for Council consideration, including:

- Red light camera enforcement
- Speed camera enforcement
- Strategies for addressing vacant buildings
- 2026 Capital Improvement Plan
- Attainable housing initiatives

Adjournment

Mayor Richardson adjourned the meeting at 8:58 p.m.

APPROVED:

ATTEST:

Theresa Richardson, Mayor

Jennifer Rogers, City Clerk

DATE APPROVED:

DATE PUBLISHED:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 8/6/2025

Agenda Category: Ordinances - First Reading

Strategic Priority 2 - Financial Sustainability

Subject

Ordinance No. 2025-19, Amending Richland Municipal Code Section 5.04.245 related to Business License Exemptions

Department/Office

City Attorney

Ordinance/Resolution Number

2025-19

Document Type

Ordinance

Recommended Motion

Give first reading to Ordinance No. 2025-19, amending Richland Municipal Code Section 5.04.245 related to business license exemptions.

Summary

The City currently partners with the Washington State Department of Revenue's Business Licensing Service (BLS) for business licensing. In 2018, the City adopted the business licensing model ordinance through approval of Ordinance No. 49-18. The model ordinance now requires an increase to the business license exemption threshold for out-of-city businesses conducting commerce within cities. Cities partnering with Washington State's Business License Service need to update existing ordinances by the end of August 2025 to provide the Washington State Department of Revenue with the required 75-day notice of the change.

The following is an outline of the changes to the business license model ordinance:

- Effective date of January 1, 2026.
- One-time increase to a higher threshold from \$2,000 to \$4,000 for out-of-city businesses.
- Establishes an automatic periodic increase every four (4) years based on cumulative inflation. The rate of inflation would be calculated as zero in any year in which inflation was negative, and capped at 5% per year (20% over four years) if inflation exceeded 5% annually.
- The rates of inflation would be calculated using the Consumer Price Index-U (CPI-U) Western for June of each year compared to the previous year for the previous four years.
- To make the threshold easier to administer, the cumulative inflation amount is rounded to the nearest \$100.

Staff recommends approval of Ordinance No. 2025-19 for first reading.

Fiscal Impact

None.

Attachments

1. Ordinance No. 2025-19
2. AWC FAQ Sheet - 2026 Business License Thresholds

ORDINANCE NO. 2025-19

AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON, AMENDING RICHLAND MUNICIPAL CODE SECTION 5.04.245 RELATED TO BUSINESS LICENSE EXEMPTIONS.

WHEREAS, the City has need, from time to time, to amend the Richland Municipal Code (RMC) to align for compliance of state or federal law; and

WHEREAS, the City currently partners with the Department of Revenue's Business Licensing Service (BLS), and continues to maintain compliance with Chapter 35.90 RCW; and

WHEREAS, to ensure compliance with Washington law, the model ordinance language must be adopted.

NOW, THEREFORE, BE IT ORDAINED by the City of Richland as follows:

Section 1. Richland Municipal Code Section 5.04.245, entitled Exemptions, as first enacted by Ordinance No. 246, and last amended by Ordinance No. 50-19, is hereby amended as follows:

5.04.245 Exemptions.

The provisions of this chapter shall not apply to:

A. Any person or business whose annual value of products, gross proceeds of sales, or gross income of the business in the city is equal to or less than \$2,000 and who does not maintain a place of business within the city shall be exempt from the general business license requirements in this chapter. The exemption does not apply to regulatory license requirements or activities that require a specialized permit.

Beginning January 1, 2026, the threshold amount is \$4,000. The threshold amount will be adjusted every forty-eight months on January 1, by an amount equal to the increase in the Consumer Price Index ("CPI") for "West Urban, All Urban Consumers" (CPI-U) for each 12-month period ending on June 30 as published by the United States Department of Labor Bureau of Labor Statistics or successor agency. To calculate this adjustment, the current rate will be multiplied by one plus the cumulative four-year (forty-eight months) CPI increase using each 12-month period ending on June 30 of each prior year, and rounded to the nearest \$100. However, if any of the annual CPI increases are more than five (5) percent, a five (5) percent increase will be used in computing the annual basis and if any of the annual CPI decreased during the forty-eight-month period, a zero (0) percent increase will be used in computing the annual basis.

B. Any person in respect to a business activity with respect to which tax liability is specifically imposed under the provisions of Chapter 5.20 RMC.

C. Any person in respect to insurance business upon which a tax based on gross premiums is paid to the state of Washington; provided, however, that the provisions of this subsection shall not exempt any person engaging in the business of representing any insurance company, whether as general or local agent or acting as broker for such companies; and provided further, that the provisions of this subsection shall not exempt any bonding company from tax with respect to the

completion of any contract as to which it is a surety, or as to any liability as successor to the liability of the defaulting contractor.

D. Any person in respect to his employment in the capacity of an employee or servant as distinguished from that of an independent contractor.

E. The lease, rental or sale of real estate; provided, however, that nothing herein shall be construed to exempt from payment of the license fee or tax any business wherein a mere license to use or enjoy real property is granted, or the income of which is derived from commissions on the sale or rental of real estate.

F. The business of manufacturing, selling, or distributing motor vehicle fuel, as that term is defined in Chapter 58, Laws of 1933, as amended. (Chapter 82.36 RCW).

Section 2. This Ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

Section 3. Should any section or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, that decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid.

Section 4. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including but not limited to the correction of scrivener's errors/clerical errors, section numbering, references, or similar mistakes of form.

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the ____ day of _____, 2025.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

First Reading: _____

Second Reading: _____

Date Published: _____



2026 City Business License Model Threshold update

Effective January 1, 2026

What are the main changes to the model threshold?

The main change in the update would make a one-time increase to a higher threshold to \$4000 for out-of-city businesses from the current \$2,000 threshold, effective January 1, 2026.

Other changes include:

- Every four years thereafter, the threshold would have an automatic periodic increase based on cumulative inflation.
- The rates of inflation would be calculated using the Consumer Price Index-U (CPI-U) Western for June of each year compared to the previous year for the previous four years.
- The rate of inflation would be calculated as zero in any year in which inflation was negative and capped at 5% per year or 20% over four years if inflation exceeded those amounts.
- To make the threshold easier to administer, the cumulative inflation amount would be rounded to the nearest \$100.

Could my city still require a no fee registration for out-of-city businesses below the threshold?

Cities retain the local option of requiring a no-fee registration for out-of-city businesses below the threshold.

Was the definition of “engaging in business” changed?

No, the definition of engaging in business has not changed since the 2018 model was adopted.

What are the deadlines for all cities with business licenses to adopt the 2026 model threshold?

Cities with a business license **must** adopt the model by **January 1, 2026**.

However, cities that currently partner with the state’s Business Licensing Service (BLS) for business licensing administration must adopt it by mid-October 2025, because they must **provide BLS 75-day notice** of any changes to their business licenses, including this mandatory change.

What if my city has a higher threshold?

Cities can choose to enact a higher threshold. The \$4,000 city threshold for out-of-city businesses is the minimum level that every city must enact.

What if my city wants to have a threshold that applies to in-city businesses in addition to the out-of-city business threshold?

The \$4,000 threshold level for out-of-city businesses is a mandatory minimum threshold that every city business license city must adopt, but the law does not impact the city’s authority to have exemptions or other thresholds.

Cities can continue to require a license for businesses located in the city without regard to the threshold (unless the city chose to exempt these businesses).

Cities can also choose to enact a separate threshold exemption that applies to in-city businesses.

Who should my city notify when the model is adopted?

BLS partner cities: Send a completed Change Request Form to BLS notifying them of the update
All other cities: Email Sheila Gall, AWC (sheilag@awcnet.org) so we can track updates.

How will businesses find out about the changes?

Consider providing information on changes to your business license by adding information to your license renewal letter, sending a letter to your potentially impacted businesses, updating information on your city’s website or presenting to your local chamber.

Background on the 2018 model threshold

In the 2017 session, EHB 2005 (RCW 35.90) passed requiring three actions by cities with business licenses and local B&O taxes. The law required cities to make changes to business licensing, including requiring cities with business licenses to establish a workgroup to create a model business license threshold by July 2018 for adoption by all business license cities by January 1, 2019.

**2018 model ordinance for local business licenses
– minimum threshold**

The 2018 model included a mandatory definition of “engaging in business” and a \$2000 minimum threshold (or occasional sale) exemption to establish when out-of-town or transient businesses are required to be licensed. All business license cities adopted the model by January 1, 2019 (RCW 35.90.080).

Contact

Sheila Gall

General Counsel

sheilag@awcnet.org

wacities.org



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 8/6/2025

Agenda Category: Ordinances - First Reading

Strategic Priority I - High Performance Government

Subject

Ordinance No. 2025-20, Ratifying a Grant Agreement with the Washington State Criminal Justice Training Commission and Amending the 2025 Budget to Provide for Additional Appropriations in the City's General Fund

Department/Office

Police

Ordinance/Resolution Number

2025-20

Document Type

Ordinance

Recommended Motion

Give first reading to Ordinance No. 2025-20, authorizing a grant agreement with the Washington State Criminal Justice Training Commission for the Officer Wellness Program and amending the 2025 Budget to provide for additional appropriations in the General Fund.

Summary

The Washington State Legislature has recognized the resiliency and mental health of officers as being a necessary component to the effective delivery of law enforcement services to the community. To this end, the Washington State Legislature allocated funding to the Washington Association of Sheriffs and Police Chiefs (WASPC) to establish a behavioral health support and suicide prevention program for law enforcement officers. The program awarded grants to leverage access to mental health professionals, critical stress management and resiliency training. The grant is managed by the Washington State Criminal Justice Training Commission (WSCJTC).

The Richland Police Department has been awarded \$18,200 by the WSCJTC to support RPD's Officer Wellness Program. This grant opportunity is available on an annual basis, and RPD has received funds for several successive years. Grant funds awarded for 2025 were not included in the 2025 Budget.

Ordinance No. 2025-20 authorizes the execution of a grant agreement with WSCJTC to accept the grant funds, and appropriates those funds for spending by RPD as indicated by the grant terms. Because this ordinance accepts and appropriates new revenue rather than drawing on existing unappropriated fund balances, a public hearing is not required.

Staff recommends approval of Ordinance No. 2025-20 for first reading.

Fiscal Impact

Grant funding in the amount of \$18,200 will be added to the General Fund. No matching funds are required.

Attachments

1. Ordinance No. 2025-20
2. 2025- 2026 WSCJTC Officer Wellness Grant Agreement

ORDINANCE NO. 2025-20

**AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON,
RATIFYING APPLICATION AND ACCEPTANCE OF A
WASHINGTON STATE CRIMINAL JUSTICE TRAINING
COMMISSION OFFICER WELLNESS GRANT AND AMENDING
THE 2025 BUDGET TO APPROPRIATE GRANT FUNDS.**

WHEREAS, on November 19, 2024, the Richland City Council passed Ordinance No. 2024-37, approving the 2025 Budget; and

WHEREAS, the Washington State Legislature has recognized the resiliency and mental health of law enforcement officers as being a necessary component to the effective delivery of law enforcement services to the community; and

WHEREAS, funding has been allocated to the Washington Association of Sheriffs and Police Chiefs (WASPC) to establish a behavioral health support and suicide prevention program for law enforcement officers; and

WHEREAS, the grant funding is managed by the Washington State Criminal Justice Training Commission (WSCJTC); and

WHEREAS, in order to take advantage of the grant opportunity, the Richland Police Department (RPD) submitted a grant application to WSCJTC in May 2025; and

WHEREAS, no matching funds are required; and

WHEREAS, RPD was awarded 2025 grant funds in the amount of \$18,200 for the RPD Officer Resiliency Program and executed a contract for the funds on July 8, 2025.

NOW, THEREFORE, BE IT ORDAINED by the City of Richland as follows:

Section 1. Richland Police Department's grant application and contract execution for the 2025 officer wellness grant awarded by the Washington State Criminal Justice Training Commission are hereby ratified.

Section 2. Amendment of the 2025 Budget. The 2025 Budget is hereby amended to provide additional appropriations in the General Fund from the 2025 Officer Wellness Grant awarded by the Washington State Criminal Justice Training Commission as follows:

General Fund

Current Appropriation:	\$ 85,450,283
Increase in Appropriation:	\$ 18,200
Amended Appropriation:	<u>\$ 85,468,483</u>

Section 4. This Ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the ____ day of August, 2025.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

First Reading: _____

Second Reading: _____

Date Published: _____

Washington State Criminal Justice Training Commission		WSCJTC Contract No. K66	
		Program Index 529	
This Contract is between the State of Washington, Washington State Criminal Justice Training Commission and the Contractor identified below and is governed by Department of Enterprise Services Procurement Policies.			
Contractor Name: Richland Police Department Contact: Damon Jansen		Contractor Address: 871 George Washington Way, Richland, WA 99352	
Contact Telephone: 509-942-7353		Contact E-Mail djansen@ci.richland.wa.us	
Statewide Vendor Number: (SWV): Click here to apply or provide number below:			
WSCJTC Contact Information			
Manager of this contract or project. Name and Title. Susan Rogel, Grant Manager		E-mail Address Susan.Rogel@cjtc.wa.gov Telephone 206-939-8437	
Contract Start Date July 8, 2025	Contract End Date June 30, 2026	Contract Maximum Amount \$18,200	
Subcontracting Authorized? Y/N Y	Travel Expenses Authorized? Y/N Y		
FOR THE WSCJTC:		FOR THE CONTRACTOR:	
Susan Rogel <i>Susan Rogel</i> 7/7/2025 Manager Date	Richland Police Department		
Francesca Heard <i>Francesca Heard</i> 7/7/2025 Department Manager Date	Contractor Business Name 7/8/2025		
Monica Alexander <i>Monica Alexander</i> 7/8/2025 Executive Director Date	Date <i>Martin Pilcher, Chief of Police</i>		
Holly White <i>Holly White</i> 7/8/2025 WSCJTC Contract Specialist Date	Contractor signature Martin Pilcher, Chief of Police mpilcher@ci.richland.wa.us		
		Print Name & Title	

Statement of Work.

This contract was won competitively, and contract incorporates by reference the Statement of Work WSCJTC published in the Request for Proposal, which the Contractor's proposal specifically agreed to perform.

This grant is for the purpose of establishing officer wellness programs, to include, building resilience, injury prevention, peer support, physical fitness, proper nutrition, stress management, suicide prevention, physical health, mental health supports/services and any other program that focuses on officer wellbeing.

OUTCOMES, REPORTING, AND INVOICING TIMELINES

1. **Outcome Report**
2. **Invoice (A-19 and backup documentation (receipts for expenses, number served, rosters, training topics, etc.) – submitted in one PDF document all together)**

DUE DATES:

1. October 15, 2025 (July, August, & September)
2. January 15, 2026 (October, November, & December)
3. April 15, 2026 (January, February, & March)
4. July 10, 2026, **FINAL** submission (April, May, & June)

REQUIRED OUTCOMES FOR REPORT:

1. Thin Line Therapy – Document services provided, dates, topic and numbers served.
2. Complete officer survey of usefulness of all services and suggestions for future officer wellness services. Report outcomes in final report.

Exclusive Agreement. This contract, with its attachments and documents incorporated by reference, contains all of the terms and conditions the parties agreed to. No other contract terms or conditions shall be deemed to exist or bind the parties. The parties signing above confirm they have read and understand this entire Contract and have the authority to enter this Contract. WSCJTC and the Contractor may amend the contract by mutual written agreement.

Payment. WSCJTC shall pay the Contractor for performance of the Statement of Work, in response to invoices specifying hours worked or work completed but shall not pay in advance. Payments are made by Electronic Funds Transfer using the bank routing information the Contractor provides.

Nondiscrimination.

- a. Nondiscrimination Requirement. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.
- b. Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
- c. Default. Notwithstanding any provision to the contrary, WSCJTC may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until WSCJTC receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), WSCJTC may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
- d. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract

and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. WSCJTC shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe WSCJTC for default under this provision.

Industrial Insurance Coverage. WSCJTC will report the Contractor to the Department of Labor and Industries (L&I) as a “non-employee covered worker” and will pay L&I insurance premiums. Any injuries the Contractor suffers in the course of performing this contract are covered by L&I. The Contractor and his/her physician should claim accordingly. If this contract authorizes subcontracting, the Contractor provides L&I coverage for any subcontract workers; WSCJTC and the State assume no liability for them.

Termination. No guarantee of work is made or implied as a result of this Contract: merely signing this contract does not guarantee the Contractor any specific amount of payment. WSCJTC may terminate this Contract by providing written notice to the Contractor. Termination shall be effective on the date specified in the termination notice. WSCJTC shall be liable for only authorized services provided on or before the date of termination.

Assignment. The Contractor may not assign this Contract, or its rights or obligations to a third party.

Confidentiality. The Contractor shall not disclose any information WSCJTC designates confidential. This contract and the Contractor’s proposal, if any, become the property of the WSCJTC, subject to the Public Records Act RCW 42.56.

Disputes. If a dispute arises under this contract, it shall be resolved by a Dispute Board. The WSCJTC Executive Director and the Contractor shall each appoint a member to the Board. The Executive Director of the WSCJTC and the Contractor shall jointly appoint a third member to the Dispute Board. The Board shall evaluate the dispute and resolve it. The Board’s determination shall be final and binding to all parties to this Contract.

Indemnity. Contractor agrees to hold harmless WSCJTC for any claim arising out of performance or failure to perform the contract, without regard to actual or alleged negligence by State employees.

Governing Law. This Contract shall be governed by the laws of Washington. The jurisdiction for any action hereunder shall be the Superior Court for the State of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County, State of Washington.

Rights in Data. Material created from this Contract shall be “works for hire” as defined by the U.S. Copyright Act of 1976 and shall be owned by WSCJTC, including but not limited to reports, documents, videos, curricular material, exams or recordings. Such materials are subject to RCW 42.56, the Public Records Act; WSCJTC may disclose such documents in accordance with the PRA.

Severability. If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Contract, and to this end the provisions of this Contract are declared to be severable.

Waiver. A failure by the WSCJTC to exercise its rights under this contract shall not preclude WSCJTC from subsequent exercise of such rights and shall not constitute a waiver of any rights under this contract unless stated to be such in writing and signed by an authorized representative of WSCJTC and attached to the original contract.

Total Allocation	Thin Line Therapy PLLC	\$18,200



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 8/6/2025

Agenda Category: Ordinances - Second Reading & Passage

Strategic Priority 1 - High Performance Government

Strategic Priority 2 - Financial Sustainability

Subject

Ordinance No. 2025-09, Establishing Chapter 20.10 of the Richland Municipal Code related to Alarm Systems for Law Enforcement Response

Department/Office

Police

Ordinance/Resolution Number

2025-09

Document Type

Ordinance

Recommended Motion

Give second reading and pass Ordinance No. 2025-09, establishing Chapter 20.10 RMC related to Alarm Systems for Law Enforcement Response.

Summary

According to the U.S. Department of Justice (DOJ) Office of Justice Programs, “The vast majority of alarm calls – between 94 and 98 percent (higher in some jurisdictions), are false.” According to data reviewed by the Richland Police Department, RPD responded to 1,459 alarm calls between 8/1/23 and 7/31/2024. Consistent with the Department of Justice study, as well as other cities’ experiences, the overwhelming majority of these alarm calls have been false. RPD data indicates that less than 3% of alarm calls actually required an emergency response – over 97% were false alarms. Police responses to false alarms have created a significant drain on resources, diverting officers from other calls or activities, delaying responses to calls, and creating higher liability for municipalities.

Each false alarm requires approximately 20 minutes of police time and typically involves two (2) officers. In many jurisdictions, the direct cost of responding to false alarms is not recouped through fines. Additionally, jurisdictions often do not account for lost opportunity costs, which represent the inability of officers to respond to actual emergencies.

Ordinance No. 2025-09 would establish Chapter 20.10 RMC to require the registration of alarm systems, enhanced call verification protocols, and establish a fine schedule for false alarm activations. Ordinance No. 2025-09 would also allow RPD to discontinue responding to alarms at locations that have caused six (6) or more false alarms in a twelve-month period. Ordinance No. 2025-09 is intended to reduce the number of false alarms to which the Richland Police Department responds and authorize the City to recover costs associated with responding to false alarms.

Staff recommends approval of Ordinance No. 2025-09 for second reading and passage.

Fiscal Impact

None.

Attachments

- I. Ordinance No. 2025-09

ORDINANCE NO. 2025-09

**AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON,
AMENDING TITLE 20: LIFE SAFETY OF THE RICHLAND
MUNICIPAL CODE BY CREATING A NEW CHAPTER 20.10
RELATED TO ALARM SYSTEMS FOR LAW ENFORCEMENT
RESPONSE.**

NOW, THEREFORE, BE IT ORDAINED by the City of Richland as follows:

Section 1. A new chapter, entitled Alarm Systems for Law Enforcement Response, is hereby created and codified as Chapter 20.10 RMC, and shall read as follows:

**Title 20
LIFE SAFETY**

Chapters:

- 20.02 Fire Prevention Code**
- 20.05 Requirements for the Installation and Maintenance of Fire Alarm, Automatic Sprinkler, Commercial Kitchen Extinguishing, and Emergency Responder Radio Coverage Systems**
- 20.06 Rules and Regulations for Manual and Automatic Fire Alarm Systems**
- 20.08 Fire Alarm System**
- 20.09 Emergency Medical Service**
- 20.10 Alarm Systems for Law Enforcement Response**

**Chapter 20.10
ALARM SYSTEMS FOR LAW ENFORCEMENT RESPONSE**

Sections:

- 20.10.010 Purpose.**
- 20.10.020 Definitions.**
- 20.10.030 Authority—Funds.**
- 20.10.040 License required.**
- 20.10.050 License fees.**
- 20.10.060 Duties of the alarm user.**
- 20.10.070 Duties of the alarm responder.**
- 20.10.080 Duties of the alarm company.**
- 20.10.090 Violations.**
- 20.10.100 Enforcement—Penalties.**
- 20.10.110 Appeals.**
- 20.10.120 Chapter exemption.**
- 20.10.130 Confidentiality.**
- 20.10.140 Government immunity.**

20.10.010 Purpose.

A. The purpose of this chapter is to improve the reliability and effectiveness of alarm systems, license the alarm industry in the city, encourage alarm owners and alarm companies to properly use and maintain alarm systems, require accurate alarm user contact information, reduce the number of false alarms occurring within the city and the resultant waste of city resources, recover the costs associated with responses to false alarms, and to provide for corrective measures when necessary.

B. This chapter governs alarm systems intended to summon law enforcement response. This chapter establishes fees, provides for penalties for violations, establishes a system of administration, and sets conditions for suspension of police response.

20.10.020 Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them, except where the context clearly indicates a different meaning:

“Actual call verification (ACV)” means the transfer and monitoring of real-time audio or video from the alarm site to the monitoring company, as a result of activation of one or more devices, to confirm or deny the validity of the alarm signal.

“Alarm activation” means an alarm system has transmitted an alarm signal to an alarm company or alarm user.

“Alarm administrator” means a person or persons designated by the chief of police to administer, control and review false alarm reduction efforts and administer the provisions of this chapter. All or part of the duties assigned to the alarm administrator may be assigned to a private third-party person and/or company.

“Alarm company” means a person and/or company in the business of selling, leasing, installing, maintaining, servicing, or monitoring an alarm system at an alarm site within the city.

“Alarm dispatch request” means a notification to a 911 emergency call center that an alarm, either manual or automatic, has been activated at a particular alarm site.

“Alarm manager” means either the alarm user in the case of a local alarm system, or the alarm company in the case of an alarm site that is monitored by an alarm company and the alarm company is acting on behalf of the alarm user to make an alarm dispatch request.

“Alarm responder” means those persons capable of reaching and having access to the alarm site, that know the code for arming and disarming the alarm system, and that the monitoring company maintains contact information for to verify an alarm activation and/or to request a response to the alarm site when requested by law enforcement officers.

“Alarm site” means a single fixed premises or location served by an alarm system or systems. Each unit, if served by a separate alarm system in a multi-unit building or complex, shall be considered a separate alarm site.

“Alarm system” means any device(s) designed to detect and/or alert: unauthorized and/or illegal entry to an alarm site, other illegal activity, or an emergency requiring a law enforcement response; that upon such detection emits or transmits an alarm signal which is intended to summon a law enforcement response. “Alarm system” includes any systems monitored by an alarm company and/or alarm user, and local alarm systems that transmit an alarm signal at the alarm site either audibly or visually. The term does not include vehicle or vessel alarms, fire alarms, alarms for medical responses, flooding alarms, gas detection alarms, personal alarms, doorbell alerting camera devices not used to detect and alert illegal intrusions, or those local alarm systems that are intended to solely alert the occupants of an alarm site and/or the alarm user and which will not emit an alarm signal that can be received, heard, or seen outside of the alarm site premise(s).

“Alarm user” means any person, corporation, partnership, proprietorship, governmental or educational entity owning, leasing, contracting, responsible for, or operating an alarm system, or on whose premises an alarm system is maintained.

“Building,” in addition to its ordinary meaning, includes any dwelling, fenced area, cargo container, or any other structure used for lodging of persons or for carrying on business therein, or for the use, sale, or deposit of goods.

“Cancellation” means an alarm company makes an alarm dispatch request and then later terminates the police response to the alarm site by completing a notification to the police 911 emergency call center that there is not a situation at the alarm site that requires a response by the Richland police department. An alarm dispatch request cannot be cancelled once law enforcement personnel have been dispatched to the alarm site.

“City” means the city of Richland, Washington, or its agent.

“Doorbell alerting camera device” means a device that detects activity at an entry door or porch rea, typically residential, and notifies the resident by an alert and video transmission of such activity at the entry door. Doorbell alerting camera devices are not considered alarm systems if they are not used to detect and alert illegal intrusions to an alarm site.

“Duress alarm” means a silent alarm system signal generated by the entry of a designated code into an alarm system in order to signal that the individual entering the code is being forced to turn off the system and requires law enforcement response.

“Enhanced call verification (ECV)” or “enhanced call confirmation (ECC)” means an attempt by telephone made by the monitoring company to contact an alarm responder following an alarm activation to determine if the alarm activation is valid before making an alarm dispatch request. The alarm company, at a minimum, will make a second call to a different number if the first attempted call fails to reach an alarm responder who can properly identify themselves and determine whether the alarm signal requires an alarm dispatch request.

False Alarm.

1. A “false alarm” means and requires the following:

a. Richland police officers were dispatched to the alarm site in response to an alarm dispatch request; and

b. The investigation of the alarm site by Richland police officers found no evidence that the alarm activation was the result of the commission of or attempted commission of a criminal offense, or that a law enforcement-related emergency occurred or was occurring at the alarm site, in which case the alarm will be presumed to be false.

2. A “false alarm” specifically does not include:

a. An alarm activation which can reasonably be determined to have been caused by violent conditions of nature (e.g., earthquakes, tornados, damaging winds) or other extraordinary circumstances not reasonably within the control of the owner or tenant of the alarm site or the operator of the alarm service (e.g., widespread electrical surges or widespread power outages); or

b. Intentional activation of an alarm system because of the reasonable, but mistaken, belief that a crime was being or about to be committed, or that a law enforcement emergency was occurring or about to occur; or

c. The alarm company or alarm user completed a cancellation of the alarm dispatch request with the police 911 emergency call center before law enforcement officers were dispatched to the alarm site; or

d. Law enforcement officers responding to the alarm cancel the response to the alarm site at their discretion.

“Holdup alarm” or “robbery alarm” means an alarm, typically silent, generated by the manual activation of a device intended to signal a robbery in progress or immediately after it has occurred.

“Local alarm system” means any alarm system, which is not monitored, that annunciates an alarm only at the alarm site.

“Monitoring” means the process by which an alarm company and/or alarm user receives signals from an alarm system and relays an alarm dispatch request to the police 911 emergency call center for the purpose of summoning law enforcement to the alarm site.

“Panic alarm” means an alarm system signal generated by the manual activation of a device intended to signal a life threatening or emergency situation requiring law enforcement response.

“Personal alarm” means an alarm system that is intended for personal wear on the body, that is typically a panic alarm, and that is not fixed at an alarm site or associated to a specific alarm site.

“Police 911 emergency call center” means the public safety answering point or call center responsible for answering calls to an emergency telephone number and dispatching law enforcement officers from the Richland police department.

“Runaway alarm” means an alarm system that produces repeated alarm signals that do not appear to be caused by separate human action or that produces three separate false alarm signals within a twenty-four-hour period.

“Trespass alarm” means an alarm that detects and alerts when a person or persons enters or remains unlawfully in or upon the premises of another other than a building.

“Violator” means any alarm user, alarm manager, or alarm company that violates any provisions under this chapter including but not limited to any alarm user on whose property a false alarm occurs.

20.10.030 Authority-Funds.

A. The chief of police is responsible for administration of this chapter. The chief of police is authorized to promulgate policies, procedures and interpretations in his/her administration of this chapter, and may contract with and/or designate a third party (alarm administrator) to assist with the enforcement and administration of the City’s rights and responsibilities under this chapter.

B. Monies generated by this chapter shall be deposited into the city’s general fund.

C. Periodically, the chief of police will review and recommend to the city council any modification to the fees in this chapter.

20.10.040 License required.

Alarm Company Operator. In addition to any other required city license, an alarm company operator license shall be required for any alarm company to be or become or operate or provide an alarm monitoring service within the jurisdictional limits of the city. This includes any alarm company that monitors alarm systems installed at alarm sites in the jurisdictional limits of the city even if such monitoring is conducted from a location outside the city limits. Such license shall be valid for the calendar year in which it is issued and is not transferrable.

20.10.050 License fees.

The license fees for alarm company operator are based upon the number of alarm sites monitored by the alarm company within city limits at the time the license is applied for, and are hereby fixed as follows:

<u>Number of Alarm Sites</u>	<u>Annual License Fee</u>
<u>For 1 to 100 alarm sites</u>	<u>\$100 per annum</u>
<u>For 101 to 200 alarm sites</u>	<u>\$200 per annum</u>
<u>For 201 to 500 alarm sites</u>	<u>\$400 per annum</u>
<u>For 501 or more alarm sites</u>	<u>\$500 per annum</u>

20.10.060 Duties of the alarm user.

A. An alarm user shall:

1. Comply with all sections of this chapter;

2. Maintain the premises and the alarm system in a manner that will reduce or eliminate false alarms, and set any exterior audible alarm so that it will activate for no more than fifteen (15) minutes in case of an alarm activation;

3. Provide the alarm company, if used for monitoring, with current contact information and update that information as it changes for a minimum of two individuals, including the alarm user, to act as alarm responders with access to the alarm site, who know the code for arming and disarming the alarm system, who can be contacted for verification of an alarm activation, and who can routinely be available to respond to the alarm site if requested by law enforcement. The contact list should be updated when alarm responders will not be available for extended periods of time such as vacation;

4. Only activate the alarm for the occurrence of an event or a reason that the alarm system was intended to report; and

5. If monitoring the alarm system and upon initiating an alarm dispatch request, differentiate between either a residential or business alarm; identify the alarm type as either a building intrusion alarm, a trespass alarm, or a robbery/hold-up/panic/duress alarm; and identify whether the alarm is silent or audible at the alarm site. The alarm user will report where the activation occurred at the alarm site and activations from different zones/locations within the alarm site if known.

B. Failure of alarm user to comply with the duties of this chapter may result in a civil penalty.

20.10.070 Duties of the alarm responder.

A. An alarm responder shall:

1. Routinely be available for phone contact by the alarm company as needed for enhanced call verification;

2. Be able to access the alarm site and know the code to arm and disarm the alarm system; and

3. Make every reasonable effort to respond to the alarm site within thirty minutes when requested by the Richland Police Department to provide access to the alarm site, disarm the alarm system, and secure the alarm site or arrange for security of the site if the alarm system cannot be rearmed or if there is damage to the premises that prevents the site from being secured.

20.10.080 Duties of the alarm company.

A. Any alarm company engaged in business in the city shall comply with the following:

1. Obtain and maintain the required state, county and/or city license(s);

2. Supply each of their alarm users for which they are licensed to provide alarm monitoring service pursuant to this chapter with copies of all current ordinances pertaining to alarms and a copy of the licensee's policies and practices with respect to billing an alarm user for any violation penalty fees established by this chapter;

3. Maintain current phone contact information for the alarm user and alarm responders who can be called in an emergency, twenty-four hours a day, who will be requested to respond to the alarm site immediately if necessary;

4. In the case of an alarm company providing monitoring service, the alarm company will, at the direction of the alarm administrator:

a. Act as the alarm manager for the alarm user accounts the alarm company monitors and pay to the city within thirty (30) days all fees that are due for violation penalties under this chapter for those accounts when notified by the city that those fees are due; and

b. Upon payment of the annual alarm company operator license fee, provide the city a list of all monitored alarm sites in the city in a format specified by the alarm administrator, to include the name and mailing address of the alarm user, alarm site address, and type of alarm at the alarm site (residential or business; intrusion, trespass, panic, duress, holdup and/or robbery; silent or audible), and further provide monthly updates to the alarm administrator noting the alarm sites added and deleted.

B. Ninety (90) days after the effective date of the ordinance codified in this chapter, alarm companies shall, on all new and upgraded installations:

1. Use only alarm control panels which meet current industry standards;

2. Eliminate the use of duress codes that add a single digit to a normal alarm code. Duress codes, if programmed, must be a separate code that is unique and does not resemble any normal alarm code;

3. Disable use of any automatic voice dialers that call the police 911 emergency call centers and play messages requesting a response to an alarm activation.

C. Prior to activation of the alarm system, the alarm company must provide:

1. Written and oral instructions to the alarm user explaining the proper operation of the alarm system, to include turning the system on and off and how to avoid false alarms; and

2. Written information of how to obtain service from the alarm company for the alarm system.

D. An alarm company performing monitoring services shall, upon receiving an alarm activation:

1. Use enhanced call verification to attempt to verify a valid alarm before initiating the alarm dispatch request by calling the alarm site, the alarm user, and/or an alarm responder by telephone. The alarm company, at a minimum, will make a second call to a different number if the first attempted call fails to reach an alarm responder who can properly identify themselves and determine whether the alarm signal requires an alarm dispatch request. Enhanced call verification is not required in the case of a duress alarm, holdup or robbery alarm, panic alarm, or personal

alarm activations. Enhanced call verification is also not required when an alarm has been confirmed by actual call verification through audio or video monitoring of the alarm site;

2. When initiating an alarm dispatch request, the alarm company must differentiate between either a residential or business alarm; identify the alarm type as either a building intrusion alarm, a trespass alarm, or a robbery/hold-up/panic/duress alarm; and identify whether the alarm is silent or audible at the alarm site;

3. Report the alarm site address and communicate any available information about where the activation occurred at the alarm site, how many activations have occurred, any person(s) known to be at the alarm site, and any activations from different zones/locations within the alarm site when they occur;

4. Communicate a cancellation to the law enforcement communications center as soon as possible following a determination that a law enforcement response is unnecessary;

5. Upon the request of the Richland Police Department, provide the most current name, address, and telephone number and other available information for the alarm user and provide the most current names and telephone numbers of alarm responders available to immediately respond to the alarm site if necessary;

6. Direct the alarm user or alarm responder go to the alarm site if requested by law enforcement, communicate to law enforcement if the alarm company is aware that the alarm user or alarm responder is self-dispatching to the alarm site, and provide a name, description, and an estimated time of arrival for any alarm user or alarm responder going to the alarm site; and

7. Within twenty-four hours of an alarm dispatch request, the alarm company will notify the alarm user by mail, fax, or electronic means of the alarm dispatch request.

E. Maintain for a period of at least one year from the date of any alarm dispatch request all records relating to the request to include the alarm user name, address, phone number, date and time(s) of alarm zones activated, specific alarm zone(s) activated, and attempted enhanced call verification contacts. The alarm administrator may request copies of such records for individually named alarm users. If the request is made within sixty (60) days of an alarm dispatch request, the alarm company shall furnish requested records within three (3) business days of receiving the request. If the records are requested between sixty (60) days to one year after an alarm dispatch request, the alarm company shall furnish the requested records within thirty (30) days of receiving the request.

F. All alarm companies licensed pursuant to this chapter shall notify each of their alarm users for which they are licensed to provide alarm monitoring service pursuant to this chapter of the revocation or suspension of any license issued by the city. The notice shall be in writing and shall be mailed to all alarm users no later than the tenth calendar day following such suspension or revocation.

G. Failure of an alarm company to comply with the duties under this chapter may result in a civil penalty.

20.10.090 Violations.

A. It shall be a violation of this chapter for an alarm user to:

1. Have a false alarm occur on the alarm user's property;
2. Install, maintain, or use an audible alarm system which can sound continually for more than fifteen (15) minutes;
3. Install, maintain, or use an automatic dial protection device that reports, or causes to be reported, any recorded message to the Richland Police Department or the police 911 emergency call center;
4. Fail to comply with any other requirement of this chapter applicable to alarm users.

B. The alarm user and alarm company, if acting as the alarm manager, will be jointly responsible for violations under this chapter whether or not s/he or it individually caused the violation to occur.

C. It shall be a violation of this chapter for an alarm company to violate any requirements of this chapter applicable to said companies.

D. It shall be a violation of this chapter for an alarm user or alarm company making an alarm dispatch request to fail to identify and differentiate a trespass alarm from any other type of alarm activation such as a building intrusion alarm activation or a robbery/hold-up/panic/duress activation.

20.10.100 Enforcement—Penalties.

A. False Alarms. Civil penalties for false alarms may be assessed against violators for any false alarms occurring in a twelve-month period as follows:

<u>Frequency</u>	<u>Penalty</u>
<u>First false alarm (all alarm types)</u>	<u>Warning/\$0</u>
<u>Each subsequent false alarm (all alarm types)</u>	<u>\$200*</u>

*This fee is based on cost recovery for a 2-officer response, dispatch efforts and vehicle use.

B. Other Civil Penalty(ies). Any other violations of this chapter will be enforced through the assessment of civil penalty(ies) in the amount of one hundred dollars (\$100) per violation against violators, except that the penalty assessed against an alarm company for failure to utilize enhanced call verification when required will be in the amount of two hundred fifty dollars (\$250) per violation.

C. Notice of Violation and Civil Penalty(ies)—Notice of Civil Penalties. Violators of this chapter shall be notified in writing of their violation(s) and penalty. The notice of civil penalty shall include the following:

1. The name and address of the person responsible for the violation;

2. The street address or description sufficient for identification of the building, structure, premises, or land upon or within which the alarm violation has occurred or is occurring;

3. A description of the violation and a reference to the provision(s) of the city regulation which has been violated;

4. The required penalty amount due, the manner and means of payment, and a demand that the penalty must be paid within thirty (30) days of service of the notice after which the city may seek collection of funds (including the costs of collection) unless the violator requests an internal review or subsequent to an internal review, files an appeal;

5. The monetary penalty constitutes a personal obligation of the violator;

6. The right to ask for internal review of the notice of civil penalty or request a fee waiver to the Richland Police Department within fifteen (15) days after the date of notice of civil penalty(ies) as described in subsection F of this section; and

7. The right to file an appeal with the city's code enforcement board within fifteen (15) days of the date of the chief of police or designee's written final determination of the internal review/request for fee waiver.

D. Service of Notice. The notice of civil penalty(ies) can be served by sending it to the address of the alarm site or, in the case of an alarm system monitored by an alarm company licensed to provide alarm monitoring service for the alarm site, to the address of the alarm company and to the mailing address provided by the alarm company for the alarm user. The notice(s) shall be sent by first class mail. Alternatively, the notice of civil penalty can be personally served on the violator(s). Proof of service shall be made by a written declaration under penalty of perjury executed by the person effecting the service.

E. Discontinuance of Law Enforcement Response. The chief of police, or designee, may in his/her discretion discontinue police responses to alarm signals from what appears to be a runaway alarm, or from an alarm site that has accrued six or more false alarms in a twelve-month period, or from the alarm site(s) of an alarm user or alarm company that has failed to make payment of any civil penalty(ies) assessed under this chapter as required until payment is received, or an alarm company that has failed to pay annual license fees. If police response is discontinued due to an apparent runaway alarm or repeated false alarms as identified herein, the chief of police may direct that law enforcement response resume upon receipt of sufficient evidence demonstrating that repeated false alarms will no longer occur.

F. Internal Review of Notice of Civil Penalties or Request for Waiver of False Alarm Fee.

1. If the violator believes the violation did not occur and/or where in the interest of justice imposing a fee is not appropriate, the violator may submit a written request for internal review of the notice of civil penalty to the chief of police or designee within fifteen (15) days of the date of the notice of civil penalty. The request shall state all reasons for disputing the notice of civil penalty and provide a mailing address for further correspondence with the violator.

2. The chief of police or designee shall consider the information and respond in writing to the violator within fifteen (15) days of receipt of the request stating whether the notice of civil penalty has been withdrawn or upheld and the reasons supporting the decision. If the chief of police or designee upholds the notice of civil penalty, the chief of police or designee shall notify the violator:

a. Of the right to appeal the notice of violation by requesting a hearing before the code enforcement board within fifteen (15) days of the date of the chief of police or designee's decision as provided in this section;

b. That the notice of appeal shall explain the reasons supporting the appeal;

c. Of the obligation to pay the civil penalty within thirty (30) days of the chief of police or designee's written decision if no appeal is filed; and

d. The address at which to file the appeal.

3. The city will send the chief of police or designee's decision to the violator at the address provided by the violator with the written request for internal review.

G. Monetary Penalty. The monetary penalty must be paid to the city in the manner designated in the notice of penalty. In the case of an alarm system monitored by an alarm company licensed to provide alarm monitoring service for the alarm site, at the city's discretion, the monetary penalty will be charged to the alarm company providing the alarm monitoring service. The city attorney or designee is authorized to take appropriate action to collect the monetary penalty. The violator will be responsible for the costs of collection in addition to the monetary penalty.

20.10.110 Appeals.

A. Procedure. A violator may, within fifteen (15) days of the date of the chief of police or designee's written final determination of the internal review/request for fee waiver, appeal such final decision by filing an appeal in writing with the city's code enforcement board. The violator shall be notified of the date, time and place of the hearing within fifteen (15) days from the date of the notice of appeal. The code enforcement board shall conduct a hearing on the notice of civil penalty in accordance with RMC 10.02.060. To the extent a provision of RMC 10.02.060 conflict with a provision of this chapter, this chapter will control. The chief of police or designee and the violator to whom the notice of civil penalty was directed may participate as parties in the hearing. The city shall have the burden of proof to show by a preponderance of the evidence that there was a violation under this chapter and that the penalty is reasonable. Copies of police reports, dispatch logs, and alarm company alarm response request records shall be admissible in such actions.

B. Decision of the Code Enforcement Board.

1. The code enforcement board shall affirm, vacate, or modify the city's decisions regarding the alleged violation and penalty and mail a copy of the decision to the violator and to the chief of police.

2. The code enforcement board shall issue an order to the violator for the violation which contains the following information:

a. The decision regarding the alleged violation including findings of fact and conclusions based thereon in support of the decision;

b. The monetary penalty assessed; and

c. The date and time by which the penalty shall be completed or paid and the manner and means of payment after which the city may seek collection of funds.

C. Failure to Appear. If the violator to whom the notice of civil penalty was issued fails to appear at the scheduled hearing, the code enforcement board will enter an order finding the violation as stated in the notice of civil penalty, and ordering the appropriate monetary penalty. The city will carry out the code enforcement board's order and recover the monetary penalty.

D. Appeal to Superior Court. An appeal of the decision of the code enforcement board must be filed with superior court within twenty (20) calendar days from the date the code enforcement board's decision was mailed to the violator to whom the notice of civil penalty was directed, or is thereafter barred.

E. Collection of Monetary Penalty. The monetary penalty constitutes a personal obligation of the violators to whom the notice of civil violation is directed. Any monetary penalty assessed must be paid to the city within thirty (30) days from the date of mailing of the code enforcement board's decision or a notice from the city that penalties are due. The city attorney or designee is authorized to take appropriate action to collect the monetary penalty. The violator will be responsible for the costs of collection in addition to the monetary penalty, except in the case of an alarm system monitored by an alarm company licensed to provide alarm monitoring service for the alarm site where, at the city's discretion, the monetary penalty will be charged to the alarm company providing the alarm monitoring service.

20.10.120 Chapter exemption.

The federal government, its departments and institutions; the state of Washington, its departments or institutions, except for the Richland School District; Benton County and its departments; and the city of Richland and its departments shall be exempt from this chapter.

20.10.130 Confidentiality.

In the interest of public safety, all information contained in and gathered through the alarm registration applications, no-response records, applications for appeals and any other alarm records shall be held in confidence by all employees and/or representatives of the city except as otherwise required by law including Chapter 42.56 RCW.

20.10.140 Government immunity.

Alarm registration is not intended to, nor will it, create a contract, duty or obligation, either expressed or implied, of response. Any and all liability and consequential damage resulting from the failure to respond to a notification is hereby disclaimed and governmental immunity as

provided by law is retained. By applying for an alarm registration, the alarm user acknowledges that the Richland Police Department response may be influenced by factors such as the availability of police units, priority of calls, weather conditions, traffic conditions, emergency conditions, staffing levels and prior response history

Section 2. This Ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

Section 3. Should any section or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, that decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid.

Section 4. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including but not limited to the correction of scrivener's errors/clerical errors, section numbering, references, or similar mistakes of form.

PASSED by the City Council of the City of Richland, Washington, at a special meeting on the 6th day of August, 2025.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

First Reading: July 15, 2025
Second Reading: August 6, 2025
Date Published: August 10, 2025



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 8/6/2025

Agenda Category: Resolutions - Adoption

Strategic Priority 1 - High Performance Government

Strategic Priority 3 - Focused Development

Subject

Resolution No. 2025-106, Authorizing a Consultant Agreement with Electric Power Systems, Inc. for Engineering and Design Services for the Dallas Road Substation

Department/Office

Energy Services

Ordinance/Resolution Number

2025-106

Document Type

Resolution

Recommended Motion

Adopt Resolution No. 2025-106, authorizing the City Manager to sign and execute a consultant agreement with Electric Power Systems, Inc. for engineering and design services for the Dallas Road Substation.

Summary

Additional electrical capacity is needed to meet increasing load demand in the Badger Mountain South neighborhood. Constructing a new electrical substation in this area will address the need for additional capacity and reliability due to existing electrical loads and continued economic growth.

The Dallas Road Substation is planned to meet the demand by supporting existing and new commercial and residential load and by providing grid connectivity for increased reliability. Reliability will be achieved because the Dallas Road Substation will reduce the demand on adjacent substations.

Consistent with the City's purchasing policies, the City issued a Request for Qualifications (RFQ) for consultants to design the Dallas Road Substation. Seven (7) responses were received. Electric Power Systems, Inc. was selected as the most qualified firm based on its expertise, qualifications, and proven performance.

Staff recommends adoption of Resolution No. 2025-106.

Fiscal Impact

Consulting services for this project are included in the City's 2025 Capital Improvement Plan, which has \$5.9 million approved and \$3.2 million expended to date for expert services. This time and materials contract is valued at \$656,763.

Attachments

1. Resolution No. 2025-106
2. Draft Agreement with Electric Power Systems, Inc. - Dallas Road Substation

RESOLUTION NO. 2025-106

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A CONSULTANT AGREEMENT WITH ELECTRIC
POWER SYSTEMS, INC. FOR ENGINEERING AND DESIGN OF
THE DALLAS ROAD SUBSTATION.**

WHEREAS, the City of Richland operates an electric utility providing customers reliable service at the lowest reasonable cost through wholesale power purchases, efficient operations and energy efficiency; and

WHEREAS, in preparation for known economic growth in the Badger Mountain South area, the City is taking affirmative steps to support load growth and provide connectivity for increased reliability; and

WHEREAS, the City will benefit from professional engineering design services working in collaboration with city staff on the design; and

WHEREAS, a competitive Request for Qualifications (RFQ) process was conducted in compliance with the City's purchasing policies to solicit the services of a consulting engineering firm; and

WHEREAS, the City received seven (7) responses to the RFQ; and

WHEREAS, Electric Power Systems, Inc. was selected as the most qualified vendor to complete the power substation design; and

WHEREAS, power substation design services will be funded through the approved Capital Improvement Plan (CIP); and

WHEREAS, a reasonable scope of work and budget have been negotiated with Electric Power Systems, Inc.; and

WHEREAS, the City's best interests are served by executing a consultant agreement with Electric Power Systems, Inc. for design of the Dallas Road Substation.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a consultant agreement with Electric Power Systems, Inc. in the amount of \$656,763 for engineering design of the Dallas Road Substation project.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

This space intentionally left blank.

ADOPTED by the City Council of the City of Richland, Washington, at a special meeting on the 6th day of August, 2025.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



AGREEMENT BETWEEN CITY AND CONSULTANT

Engineering Services for Design and Inspection **Services for the Construction of Dallas Substation**

This Agreement is entered into this 7th day of August, 2025 ("Effective Date") by and between the **City of Richland** ("**City**"), a Washington municipal corporation located at 625 Swift Blvd. Richland, WA 99352, and **Electric Power Systems, Inc.** ("**Consultant**"), a Washington for-profit corporation with service at 905 24th Way SW, Suite A-1, Olympia, WA 98502. **City** and **Consultant** are referred to individually herein as a "Party" and collectively herein as the "Parties."

WITNESSETH:

1. SCOPE OF WORK

- a. Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work outlined in Exhibit A. In performing these services, Consultant shall at all times comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services. In addition, these services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City.
- b. This Agreement consists of this Agreement and other documents listed below. These form the entire Agreement between the Parties, and are fully integrated into this Agreement as if stated or repeated herein. In the event of a conflict between documents, the order of precedence will be the order listed below. An enumeration of the Agreement documents is set forth below (mark all that apply):
 1. ☒ City of Richland Agreement No. _____
 2. ☒ Exhibit A: Scope of Work
 3. ☒ City Richland Solicitation No. RFQ 2025-0041
 4. ☒ Exhibit B: Solicitation No. RFQ 2025-0041 proposal response submitted by Consultant dated April 29, 2025.
 5. ☒ Additional Documents – Certificate of Insurance.

2. TIME FOR COMPLETION

Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the City. Consultant agrees to use best efforts to complete all work described under this Agreement by December 31, 2026.

3. TERM

The term of this Agreement shall commence on the Effective Date identified above and end at midnight on December 31, 2026.

4. PAYMENT

- a. Services rendered by Consultant under this Agreement will be paid at the rate set forth in Exhibit A Scope of Work, but in no event shall the total compensation for services rendered under this Agreement exceed **Six hundred fifty-six thousand, seven hundred sixty-three dollars and zero cents (\$656,763.00)**, including all fees and those reimbursable expenses listed in Exhibit A.
- b. City shall pay Consultant for services rendered after receipt of a detailed invoice. Invoices not in dispute by the City will be paid net thirty (30) days and shall reference the contract number and/or purchase order applicable to the work. The invoice shall provide sufficient detail on the work being billed and include detailed receipts for any invoices.
- c. Partial payments to cover the percentage of work completed may be requested by Consultant. These payments shall not be more than one (1) per month.
- d. Pre-approved travel, meals and lodging will be reimbursed at cost and only when consultant travels at least 150 miles per one way trip. Reimbursable expenses are limited to the following: coach airfare, ground transportation (taxi, shuttle, car rental), hotel accommodations as provided below, personal or company vehicle use at the then-current federal mileage rate, and meals at the current federal per-diem meal allowance or up to the current federal per-diem with detailed receipts, no alcohol, and a 20% maximum gratuity.
 - i. Hotel accommodations: eligible lodging expenses include the room cost only; itemized receipts must be provided for hotel reimbursements.
 - ii. Hotel reimbursement is limited to the single room rate. If two or more consultants are sharing a room, reimbursement is allowable for only one consultant at the double room rate.
 - iii. The maximum reimbursement should be limited to the best discount rate available and allowable that meets traveler's business needs and basic needs for health, safety and cleanliness. Non-smoking rooms are authorized even if they are more expensive.
- e. Reimbursement for extra services/reimbursable expenses are not authorized under this Agreement unless detailed in the Scope of Work or agreed upon in writing as a modification to this Agreement.
- f. Consultant will allow access to the City, State of Washington, Federal Grantor Agency, Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three (3) years from the date of receipt of final payment. If any litigation, claim, or audit arising out of, in connection with, or relating to this Agreement is initiated before the expiration of the three-year period, the records shall be retained until such litigation, claim, or audit involving the records is completed.

5. INDEPENDENT CONTRACTOR

Consultant, and any and all employees of Consultant or other persons engaged in the performance of any work or services required of Consultant under this Agreement, are independent contractors and shall not be considered employees of the City. Any and all claims that arise at any time under any Workers' Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of Consultant's employees or other persons engaged in any of the work or services required to be provided herein, shall be the sole obligation and responsibility of Consultant.

6. OWNERSHIP OF DOCUMENTS

Any and all data, analyses, documents, photographs, plans, designs, drawings, specifications, surveys, films, documents, reports and other work products created, prepared, produced, constructed, assembled, made, performed, or otherwise produced by Consultant or Consultant's subcontractors for delivery to the City pursuant to this Agreement shall become the sole and absolute property of the City upon completion of the services and payment in full of all payment due to Consultant of the fees set forth in this Agreement. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which Consultant uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the City is owned by Consultant and is not "work made for hire" within the terms of this Agreement. Consultant will ensure that all independent contractors have written agreements in place that transfers ownership of all Intellectual Property created by them or provided by them to the City.

The City may make or permit to be made any modifications to the plans and specifications without the prior written authorization of Consultant. The City agrees to waive any claim against Consultant arising from any unauthorized reuse of the plans and specifications, and to indemnify and hold Consultant harmless from any claim, liability or cost arising or allegedly arising out of any reuse of the plans and specifications by the City or its agent not authorized by Consultant.

7. TERMINATION

- a. This Agreement may be terminated by either Party upon thirty (30) days' written notice. In the event this Agreement is terminated by Consultant, the City shall be entitled to reimbursement of costs occasioned by such termination. In the event the City terminates this Agreement, the City shall pay Consultant for the work performed, which shall be an amount equal to the percentage of completion of the work as mutually agreed between the City and Consultant.
- b. If any work covered by this Agreement shall be suspended or abandoned by the City before Consultant has completed the assigned work, Consultant shall be paid an amount equal to the costs incurred up to the date of termination or suspension as mutually agreed upon between the City and Consultant.

8. AVAILABILITY OF RECORDS FOR PUBLIC INSPECTION

- a. As a public contract, all records prepared, generated or used by Consultant or its agents, employees and subcontractors relating to this Agreement and associated work (hereinafter "public records") may be subject to disclosure under the Washington State Public Record Act, Chapter 42.56 RCW.

- b. Contractor shall maintain and retain all such public records in a manner that is readily accessible for a minimum term of no less than three (3) years following completion of the contract work. City shall have the right to timely review all such public records upon request. Contractor shall provide copies of any public records requested by City within thirty (30) calendar days of City's request. If City requests that copies of public records be provided to City in an electronic format, said records shall be provided at no cost to City. If paper copies are requested by City, City shall pay \$.10 per page. Payment for paper copies shall be rendered to Consultant within twenty (20) calendar days of receipt.
- c. All records subject to a public disclosure request will be provided to a requester unless exempted from disclosure by law. The City's decision to exempt or redact any public record shall be based only upon valid exemptions that apply to the City. City will not refrain from disclosing any record under an exemption that may be personal to Consultant. In the event Consultant objects to release of any public record under this Agreement, Consultant may seek judicial approval to prevent such disclosure at Consultant's sole expense. City shall neither aid nor interfere with Consultant's request for an injunction to prevent disclosure of any public record under this Agreement.
- d. Consultant shall insert this provision in all contracts with subcontractors or agents providing services relating to this Agreement.

9. DISPUTE RESOLUTION

- a. The City and Consultant agree to negotiate in good faith for a period of thirty (30) days from the date of notice of all disputes between them prior to exercising their rights under this Agreement, or under law.
- b. All disputes between the City and Consultant not resolved by negotiation between the Parties may be arbitrated only by mutual agreement of the City and Consultant. If not mutually agreed to resolve the claim by arbitration, the claim will resolve by legal action.

10. DEBARMENT CERTIFICATION

Consultant certifies that neither Consultant nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal or state department or agency. Further, Consultant agrees not to enter into any arrangements or contracts related to completion of the work contemplated under this Agreement with any party that is on the "General Service Administration List of Parties Excluded from Federal Procurement or Non-Procurement Programs" which can be found at:

www.sam.gov and <https://secure.lni.wa.gov/verify/>

11. VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

In the event that either Party deems it necessary to initiate a legal action to enforce any right or obligation under this Agreement, the Parties agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Benton County. The Parties agree that all questions shall be resolved by application of Washington law, and that the Parties to such action shall have the right of appeal from such decision of the Superior Court in accordance with the laws of the State of Washington. Consultant hereby consents to the personal jurisdiction of the Superior Court of the State of Washington situated in Benton County.

12. ATTORNEY'S FEES

The Parties agree that should legal action be necessary to enforce any of the provisions of this Agreement, that the substantially prevailing Party will be awarded its reasonable attorney's fees and costs in action, including costs and attorney's fees on appeal if appeal is taken.

13. INSURANCE

Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, or employees.

- a. No Limitation. Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- b. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:
 1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
 2. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 4. Professional Liability, Errors or Omissions insurance appropriate to the Consultant's profession. Coverage shall be provided if Consultant is providing services under this Agreement as a licensed professional, including, but not limited to, engineers, architects, accountants, surveyors, and attorneys.
- c. Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:
 1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
 3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- d. Other Insurance Provisions. Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be

primary insurance with respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of Consultant's insurance and shall not contribute with it.

- e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- f. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of Consultant before commencement of the work.
- g. Notice of Cancellation. Consultant shall provide the City with written notice of any policy cancellation within two (2) business days of Consultant's receipt of such notice.
- h. Failure to Maintain Insurance. Failure on the part of Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due Consultant from the City.
- i. Public Entity Full Availability of Consultant Limits. If Consultant maintains higher insurance limits than the minimum shown above, the City shall be insured for the full available limits of the Commercial General and Excess or Umbrella liability maintained by Consultant, irrespective of whether such limits maintained by Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by Consultant.

14. INDEMNIFICATION / HOLD HARMLESS

- a. Consultant shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the willful or negligent acts, or alleged willful or alleged negligent acts, errors or omissions of the Consultant or the Consultant's employees or agents in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.
- b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Agreement.

15. STANDARD OF CARE

The professional services will be furnished in accordance with the care and skill ordinarily used by members of the same profession practicing under similar conditions at the same time and in the same locality.

16. SUCCESSORS OR ASSIGNS

All of the terms, conditions and provisions hereof shall inure to the benefit of and be binding upon the Parties hereto, and their respective successors and assigns; provided, however, that no assignment of the Agreement shall be made without written consent of the non-assigning Party, which may be given in the non-assigning Party's sole discretion.

17. NOTICES

Any notices required under this Agreement will be in writing, addressed to the appropriate Party at the address which appears below (as modified in writing from time to time by such party), and given by electronic submission, by facsimile personally, by registered or certified mail, return receipt requested, or by nationally recognized overnight courier service. All notices shall be effective upon the date sent.

Purchasing Manager
City of Richland
625 Swift Blvd., MS-11
Richland, WA 99352
Email: purchasing@ci.richland.wa.us
Phone: (509) 942-7710

Contact Name: David Burlingame, PE
Name of Firm: Electric Power Systems, Inc.
Address: 905 24th Way SW, Suite A-1
Address: Olympia, WA 98502
Email: dburlingame@epsinc.com
Phone Number: 360.359.4353

18. EQUAL OPPORTUNITY AGREEMENT

Consultant agrees that Consultant will not discriminate against any employee or job applicants for work under this Agreement for reasons of race, sex, nationality, religious creed, or sexual orientation.

19. SEVERABILITY

If any provision of this Agreement conflicts with applicable law, or its application is found to be invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected, and to this end, the terms of this Agreement are declared to be severable.

20. AMENDMENTS

All amendments must be in writing and be approved and signed by both Parties.

21. CHANGE IN LAW

The Parties hereto agree that in the event legislation is enacted or regulations are promulgated, or a decision of court is rendered, or any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation is published that affects or may affect the legality of this Agreement or any part thereof or that materially and adversely affects the ability of either Party to perform its obligations or receive the benefits intended hereunder ("Adverse Change in Law"), then within fourteen (14) calendar days following written notice by either Party to the other Party of such adverse change in law, the Parties shall meet to negotiate in good faith an amendment which will carry out the original intention of the Parties to the extent possible. If, despite good faith attempts, the Parties cannot reach agreement upon an amendment within sixty (60) calendar days after commencing negotiation, then this Agreement may be terminated by either Party as of the

earlier of: (i) the effective date of the adverse change in law, or (ii) the expiration of a period of sixty (60) days following written notice of termination provided by one Party to the other.

22. CONFIDENTIALITY

In the course of performing under this Agreement, Consultant, including its employees, agents or representatives, may receive, be exposed to, or acquire confidential information. Confidential information may include, but is not limited to, patient information, contract terms, sensitive employee information, or proprietary data in any form, whether written, oral, or contained in any computer database or computer readable form. Consultant shall: i) not disclose or sell confidential information except as permitted by this Agreement; (ii) only permit use of such confidential information by employees, agents and representatives having a need to know in connection with performance under this Agreement; and (iii) advise each of its employees, agents, and representatives of their obligations to keep such information confidential.

23. CHANGES OF WORK

- a. When required to do so, and without any additional compensation, Consultant shall make such changes and revisions in the completed work of this Agreement as necessary to correct or revise any errors, omissions, or other deficiencies in the design, drawings, specifications, reports, and other similar documents which Consultant is responsible for preparing or furnishing under this Agreement.
- b. Should the City find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, Consultant shall make such revisions as directed by the City. This work shall be considered as Extra Work and will be paid for as herein provided under Section 24, Extra Work.

24. EXTRA WORK

The City may desire to have Consultant perform work or render additional services within the general scope of this Agreement. Such work shall be considered as extra work and will be specified in a written supplement to this Agreement which will set forth the nature of the scope, schedule for additional work, additional fees and the method of payment. Work under a supplemental Agreement shall not proceed until authorized in writing by the City.

25. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the Parties hereto and supersedes all previous understandings and agreements, written and oral, with respect to this transaction. Neither Party shall be liable to the other for any representations made by any person regarding the terms of this Agreement, except to the extent that the same are expressed in this Agreement.

26. AUTHORITY TO EXECUTE

Each person executing this Agreement on behalf of another person, corporation, partnership, company, or other organization or entity represents and warrants that he or she is fully authorized to so execute and deliver this Agreement on behalf of the entity or party for which he or she is signing. The Parties hereby warrant to each other that each has full power and authority to enter into this Agreement and to undertake the actions contemplated herein, and that this Agreement is enforceable in accordance with its terms.

27. COUNTERPART ORIGINALS

Execution of this Agreement and any amendment or other document related to this Agreement may be by electronic signature and in any number of counterpart originals, each of which shall be deemed to constitute an original agreement, and all of which shall constitute one whole agreement.

(Signature page to follow)

Draft

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

CITY OF RICHLAND

CONSULTANT

Jon Amundson, ICMA-CM
City Manager

Signature

Attest:

Printed Name

Jennifer Rogers, City Clerk

Title

Approved as to form:

Heather Kintzley, City Attorney



905 24th, Suite A1
Olympia, WA 98502
Phone: (360) 359-4353
mgreen@epsinc.com

July 14th, 2025

Gabe Smith
Electrical Distribution Engineer I
City of Richland
625 Swift Blvd., MS-23
Richland, WA 99352

RE: Dallas Substation Engineering

Dear Mr. Smith,

Electric Power Systems, Inc. (“EPS”) is pleased to present this proposal to deliver professional substation engineering and construction support engineering services to the City of Richland.

The City intends to construct a new 115kV – 12.47kV power distribution substation on the west side of Dallas Road in southwest Richland. The new substation will consist of one (1) 15/20/25MVA power transformer, one (1) 12.47kV metalclad switchgear enclosure, two (2) 115kV transmission line terminals, 115kV ring-bus arrangement, one (1) 115kV circuit switcher, five (5) 115kV disconnect switches, one (1) 12.47kV disconnect switch, and one (1) prefabricated control building. Additionally, the substation arrangement will include space allocated for the future addition of one (1) 15/20/25MVA power transformer, one (1) 12.47kV metalclad switchgear enclosure, one (1) 115kV circuit switcher, and one (1) 12.47kV disconnect switch.

The substation will be constructed on a vacant, undeveloped parcel currently owned by the City. The design of the substation will include site development, access road, ground grid, medium voltage and low voltage raceway, AC& DC power, control and instrumentation, station service, yard lighting, foundations, secondary oil containment, and buswork designs. Additionally, the substation will require a perimeter block wall to comply with the land use regulations for the site.

Electric Power Systems, Inc. (“EPS”) is presenting the City with a proposal to provide engineering services for the construction of Dallas Substation. The following summary and costs represent our understanding of the scope of work for this project.

SCOPE OF WORK

The tasks for this proposal are outlined below.

1. Pre-Design/Purchasing Support

(a) Kick-off meeting and Site Reconnaissance

EPS will attend a project kickoff meeting in Richland, WA with City of Richland personnel. As part of the same trip, EPS will perform a site visit to the Dallas Substation site.

(b) Purchasing Support

EPS assumes the City will owner-furnish the power transformer, metal-clad switchgear, high-voltage disconnect switches, high-voltage circuit switcher, medium-voltage disconnect switch, and pre-fabricated control enclosure. It is our understanding the City intends to include the pre-fabricated steel structures and the communication tower in the substation construction contractor’s scope of supply and will not be purchasing the structures directly. Below is a summary of each major equipment purchase that is expected:

- i. 12.47kV Switchgear. It is our understanding the City is currently in the process of specifying and bidding the 12.47kV metal-clad switchgear. EPS’s anticipated scope of work for the metal-clad switchgear procurement is to provide review of two (2) manufacturer approval submittals. Additionally, we have included switchgear factory acceptance testing (“FAT”) in our budget. The budget includes providing one (1) engineer for three (3) days at the switchgear factory plus travel time and expenses.
- ii. Control Enclosure. EPS’s anticipated scope of work is to provide a detailed design of the control enclosure. The design will include physical design of the enclosure, AC & DC auxiliary power systems design and schematics. EPS will work with the City to develop the technical specification for the control enclosure based on the City’s standard control enclosure technical specification and assist with bidding the equipment. The budget includes providing one (1) engineer for two (2) days at the factory to perform factory acceptance testing.

- iii. Power Transformer. The City has already procured the power transformer for Dallas Substation, therefore no purchasing support services are anticipated for the power transformer.
- iv. 115kV Disconnect Switches. The City intends to sole-source purchase the 115kV disconnect switches from Pascor. EPS will provide review of the Pascor submittals.
- v. 115kV Circuit Switcher. The City intends to sole-source purchase the 115kV circuit switcher from S&C Electric Company. EPS will provide review of the S&C submittals.
- vi. 12.47kV Disconnect Switch. The City intends to sole-source purchase the 12.47kV disconnect switches from Pascor. EPS will provide review of the Pascor submittals.

(c) Geotechnical Engineering

EPS intends to subcontract the Geotechnical investigation and engineering to GeoEngineers. Below is GeoEngineers' scope of work.

- i. Review existing in-house information pertaining to subsurface conditions at the site and in the project vicinity.
- ii. Mark out and stake potential boring locations and coordinate clearance of existing utilities. We will contact the One-Call Underground Utility Locate Service prior to beginning explorations. We also request that as-built utility maps be provided for our review, if available.
- iii. Explore subsurface conditions at the site by advancing two borings using a truck mounted hollow stem auger drill rig owned and operated by GeoEngineers. GeoEngineers' drill rig is capable of rock coring, should bedrock be encountered. Borings will be advanced to nominal depths of 40 feet below ground surface, or 20 feet into competent rock, whichever occurs first. We expect that drilling can be completed in a single day onsite, plus travel time (our drill rig will be mobilized from Spokane, Washington). Soil samples will be collected at 2.5-to-5-foot intervals in accordance with ATSM Specification D1586 (standard penetration test). The borings will be monitored by an engineer or geologist from our firm who will keep a detailed log of the conditions encountered and collect representative soil samples.
- iv. Complete laboratory tests on selected soil samples obtained from the borings. The laboratory testing program is expected to consist of moisture content determination and grain-size analyses.
- v. Provide a summary of site soil and groundwater conditions based on our review,

explorations and testing. Recommended soil engineering properties will be provided for each soil unit encountered.

- vi. Provide our opinion on suitable seismic design criteria based on International Building Code (IBC) guidelines, including site class. We will also provide our opinion on the risk of liquefaction, lateral spreading and surface fault rupture occurring at the site.
- vii. Provide recommendations for site preparation and earthwork. We will discuss temporary erosion and sedimentation controls, temporary and permanent slopes, estimated stripping and clearing depths, subgrade preparation, fill placement and compaction requirements, suitability of on-site material for use as structural fill, import fill requirements, wet weather considerations, groundwater handling and site drainage.
- viii. Provide design recommendations for foundation support. For design of shallow foundations, we will provide the following recommendations: bearing surface preparation requirements (including overexcavation depth, if necessary), minimum foundation size, allowable bearing pressures, estimates of settlement based on projected loads and allowable passive soil pressures and friction for resisting lateral loads. For drilled pier or direct embed pole type foundations we will provide axial and lateral resistance estimates/parameters and will also discuss potential construction considerations associated with deep foundations.
- ix. Provide recommended active, passive and at-rest lateral earth pressures for below-grade structures. We will also provide recommendations for seismic surcharge pressures and drainage criteria.
- x. Provide recommendations for design and construction of gravel surfaced access roads, including subgrade preparation requirements and recommended roadway section thickness and materials.
- xi. Prepare draft and final geotechnical reports presenting our findings, conclusions and recommendations. Our report will include a project site plan showing approximate locations of explorations, summary exploration logs, laboratory test results and associated engineering figures.
- xii. Provide ongoing consultation during design, including reviewing and commenting on geotechnical related portions of the project plans and specifications. We have budgeted for up to 2 hours of Principal time and 4 hours of Senior Engineer time for this task.
- xiii. We anticipate that our subsurface explorations can be completed within about 4

weeks of receiving signed authorization. Our draft report will be prepared and delivered within 4 weeks of completing the explorations. Our final report will be submitted once the project team has had time to review and provide comments on the draft report.

(d) Surveying

EPS intends to subcontract surveying services to Rogers Surveying, Inc. (“RSI”). The scope of work for RSI consists of the following.

- i. Recover/restore corners of subject property.
 - A. Record survey with Benton County Auditor as required by RCW 58.09.
- ii. Request title report from local title company.
 - A. Map easements divulged in title report.
- iii. Request underground utility locate markings through 811 locate service.
- iv. Provide topographic survey of subject property.
 - A. Include access easement out to Dallas Road.
 - B. Include visible improvements.
 - C. Include visible utilities and underground utility markings.
 - D. Provide final mapping in Adobe PDF & AutoCAD DWG formats.

(e) Soil Resistivity Testing

EPS will prepare and execute a soil resistivity testing program for the site. This will consist of three (3) Wenner 4-point soil resistivity testing traverses on the substation site. Soil resistivity measurement data will be processed for use in the grounding analysis. A soil resistivity report will be provided to the City.

2. Design

(a) Design Guide

EPS will prepare a Substation Design Guide document following the guidelines of RUS Bulletin 1724E-300 Appendix B. The Design Guide will define the critical design parameters for the proposed work. EPS will submit the preliminary Design Guide to the City for review, comment, and approval. Once review comments are incorporated and the Design Guide finalized, it will ensure the City and EPS agree on the design parameters of the project, and the requirements that need to be met.

(b) Site Development, Access Road, and Perimeter Block Wall Design

EPS intends to subcontract the civil and structural engineering services for the site development, access road, and perimeter block wall to RHC Engineering (“RHC”). RHC

will provide design plans including the site plan, paving, grading and drainage plans, erosion and sediment control plan, perimeter wall design plans, access road design plans, as well as autoturn analysis for virtual truck turning movements to be included in the development of the site plan. Construction technical specifications are also included in the effort.

It is our understanding the City desires to construct the substation pad and access road prior to contracting the substation construction contractor, while long-lead time major equipment, such as the metal-clad switchgear, is being procured.

(c) Water and Sewer Facilities Design

The new control enclosure will require restroom facilities. EPS intends to subcontract the water and sewer design to Akana. Akana will provide engineering services to design water and sewer service for this project. The on-site septic system will be a gravity septic drain field system. Akana will coordinate with the Benton-Franklin Health Department to receive approval of the on-site septic system. Water service will be provided by a new water main extended from Dallas Rd., approximately 1,400 feet east of the proposed substation. The water and sewer design plan(s) will be provided to EPS for inclusion in the project plan set. Akana will revise the water and sewer site utility plan(s) per City of Richland comments. Akana's services are broken into tasks as noted below:

- i. Design of sewer septic system, coordination with Benton-Franklin Health Department and preparation and submittal of septic system application.
- ii. Design of water main extension and complete water service. Water main design will include plan and profile sheets with preliminary future roadway profile.
- iii. Construction Assistance.
- iv. Production and submittal of record drawing asbuilts.

(d) Preliminary Designs (35% and 65%)

Upon acceptance of the design guide by the City, we will begin producing a preliminary design of the substation. This task includes all labor, materials, and other costs required to complete the preliminary design to 35%. This preliminary design work will identify long lead equipment for construction of the substation, and will include an update to the substation design guide document if necessary.

EPS will develop a computerized grounding model for the site and perform computations to determine step and touch potentials for the substation, utilizing the soil resistivity data, ground fault current magnitudes and remote ground fault clearing times provided by Bonneville Power Administration (“BPA”). EPS will work with the City to gather the information necessary to model the substation ground grid, associated infrastructure, and electrical criteria. EPS will prepare a report summarizing the results of the modeling effort and deliver it in Adobe® PDF format.

Following review and approval of the 35% preliminary design, we will commence with incorporating the City’s review comments and advancing the preliminary design to the 65% level. All of the design drawings for equipment identified as owner-furnished will be completed to the point of material identification and solicitation. We estimate these drawings will be 65% complete for construction drawings following this phase of the project.

(e) Final Design (95%)

Following the City’s review of the preliminary design, and receipt of approved drawings from all long-lead equipment manufacturers, we will begin incorporating comments into the final design. The final design will provide sufficient detail for construction, maintenance, and operation of the substation.

Drawings will include detailed material lists that specify quantities, and when applicable, an acceptable manufacturer and catalog number. Drawings will be submitted to the City for review and comment. These comments will be incorporated into the project designs. We estimate these drawings will be 95% complete for construction drawings following this phase of the project.

3. Construction Documents and Bidding Assistance

Following the City’s review and approval of the final design drawings, we will prepare the construction package in cooperation with the City. We will prepare the necessary documents to bid and contract the construction of the project. These include “Issued for Construction” (“IFC”) drawings, a list of owner-furnished materials, bid unit descriptions, and technical specifications. All documents will be submitted to the City for review and approval. Comments will be incorporated in final versions. Once the as-built drawings from the major

equipment manufacturers are received, EPS will incorporate that as-built information into the final IFC package for substation construction.

EPS understands that the City will solicit all construction bids. We will assist with clarifications and respond to technical questions and issues during the construction bidding process. EPS will assist the City in evaluating bids received and provide an award recommendation.

4. Project Management

EPS will provide the management, coordination, and administration needed to keep the project on schedule and budget in collaboration with the City. The EPS project manager will be Matt Green, P.E. who will serve as the single point of contact for the City. Tim Conrad, P.E. (tconrad@epsinc.com) will provide backup project management at times when Matt is unavailable.

5. Engineering During Construction

EPS will provide construction engineering services to the City encompassing all aspects of the design prepared by EPS during the previous phases of the project. EPS will work closely with the City to assist with construction RFI's and questions, assist with vendor and manufacturer correspondence, and update project design drawings as required during construction.

6. Assistance During Closeout

EPS will prepare as-built drawings conformed to construction records after construction and receipt of as-built drawing markups. We have assumed traditional red/green drawing markups will be provided. Drawings will be delivered in both PDF and AutoCAD formats.

7. Miscellaneous

Consistent with past projects, this task is proposed in order to address miscellaneous or unanticipated tasks that may arise throughout the project.

DELIVERABLES

Deliverables are as follows:

1. Substation Design Guide.

2. Geotechnical Report.
3. Survey.
4. 35% Design Drawings.
5. Soil Resistivity Test Report.
6. Grounding Report.
7. Control Enclosure Bid Drawings and Technical Specification.
8. 65% Design Drawings.
9. 95% Design Drawings.
10. Construction Drawings.
11. Construction Specifications (95% and IFC).
12. Engineer's estimate of the construction cost (IFC).
13. Bid unit summary, schedule, and descriptions (95% and IFC).
14. Engineering review, correspondence, and support throughout construction, testing, and commissioning.
15. As-built drawings conformed to construction records.

SCHEDULE

EPS can commence work on this project within three (3) weeks after receiving a notice to proceed ("NTP"). It is our understanding the City intends to construct the project in 2026.

CLARIFICATIONS

We are providing the following clarifications based on our understanding of the scope of work:

1. We have assumed that design standards used for previous substation design projects, e.g. Gateway and City View Substations, will be acceptable for this this project.
2. We understand the City is designing all 12.47kV feeder circuits leaving the substation. EPS's scope of work for the feeder design includes providing raceway for 12.47kV circuits from the 12.47kV metal-clad switchgear to vaults outside the substation.

3. Communications studies and design is not included. Conduits for external fiber-optic communications as well as intra-station communication circuits are included.
4. Consistent with past projects we have assumed the footing for the communication tower will be designed and sealed by the communication tower manufacturer and the communication tower will be in the substation contractor's scope of supply.
5. No permitting, right-of-way, or land acquisition services are included.
6. Our budget assumes the site development and access road construction will be a separate single prime contract from the substation construction. We also assume the substation construction will be under a single prime contract.
7. Excluding soil resistivity testing, services related to field testing, construction inspection, and construction supervision are not included with this proposal.
8. Our travel expenses budget for factory acceptance testing assumes the factories will be located within the contiguous United States. Expenses will be billed at actual cost plus 10% markup as originating from our Olympia, WA office.
9. In order to conduct the grounding analysis, EPS will need the following from the City, minimally:
 - (a) Maximum remote ground fault current magnitudes and remote clearing times for all possible ground faults for each voltage level at the substation.
 - (b) Location and details of any metallic infrastructure adjacent to the substation such as metallic water lines or adjacent property fences.

COST

We estimate the not-to-exceed cost for these services to be \$656,763. Below is a cost summary for the individual tasks.

Cost Summary

Task	Description	Labor Hours	Extended Cost
	Dallas Substation		
1	Pre-Design/Purchasing Support	348.0	\$141,252
2	Design	1,259.0	\$350,780
3	Construction Bid Documents	154.0	\$46,588
4	Project Management	48.0	\$12,240
5	Engineering Services During Construction	252.0	\$74,776
6	Assistance During Closeout	94.0	\$21,127
7	Miscellaneous	38.6	\$10,000
Total Estimate			656,763

Thank you for your consideration and feel free to contact me at (360) 359-4353 with any questions you may have.

Sincerely,
ELECTRIC POWER SYSTEMS, INC.



Matt Green, P.E.

encl (1): Fee Schedule

**Electric Power Systems, Inc. Fee Schedule**

Valid 01/01/2025 through 12/31/2025

Testimony, deposition/expert witness	\$512.00
Engineer XII	\$272.00
Engineer XI	\$251.00
Engineer X	\$235.00
Engineer IX	\$214.00
Engineer VIII	\$205.00
Engineer VII	\$197.00
Engineer VI	\$191.00
Engineer V	\$182.00
Engineer IV	\$171.00
Engineer III	\$153.00
Engineer II	\$136.00
Engineer I	\$128.00
Project Manager VI	\$266.00
Project Manager V	\$235.00
Project Manager IV	\$214.00
Project Manager III	\$205.00
Project Manager II	\$197.00
Project Manager I	\$191.00
Engineer Tech VI	\$205.00
Engineer Tech V	\$191.00
Engineer Tech IV	\$163.00
Engineer Tech III	\$140.00
Engineer Tech II	\$126.00
Engineer Tech I	\$106.00
ROW Manager	\$208.00
ROW Senior Agent	\$181.00
ROW Agent	\$131.00
ROW Assistant	\$103.00
Professional Land Surveyor	\$196.00
Expeditor	\$106.00 ST / \$138.00 OT
Clerical	\$72.00
Office Manager	\$91.00
Payroll Clerk	\$125.00
Accounting Clerk	\$156.00
HR Manager	\$176.00
Business Analyst	\$176.00
Controller	\$195.00
Safety Officer	\$144.00
Grant Writer	\$185.00

1. The above listed rates are per hour.
2. The fee schedule is subject to review on January 1, 2026, and on January 1 of each year thereafter.
3. Expenses incurred, as necessary part of engineering services under this contract will be billed at cost plus 10%. Incidental expenses, such as computer usage, local phone service, and copying are included in the above rates. If Per Diem is utilized (vs. expenses and markup), it will be at the Federal
4. Services and materials purchased by Electric Power Systems, Inc. at the request of the owner will be billed at cost plus 10%.
5. Services and materials provided by other Engineered Solutions Group, Inc. companies will not be subject to intra-company markup, and are subject to the above fee schedule.
6. Interest at the rate of 1.5% per month (less, if restricted by law) may be charged for invoices greater than 60 days past due.
7. **All credit card transactions will be processed through PayPal and will incur a 3% processing fee.**

Electric Power Systems, Inc.
 A division of Engineered Solutions Group, Inc.
 3305 Arctic Blvd., Suite 201, Anchorage, AK 99503
 Phone (907) 522-1953, Fax (907) 522-1182, www.esgrp.net



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/9/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Parker Smith & Feek Insurance LLC 2233 112th Ave NE Bellevue WA 98004	CONTACT NAME:		
	PHONE (A/C, No, Ext): 425-709-3600	FAX (A/C, No):	
INSURED Electric Power Systems Inc. 3305 Arctic Blvd., Suite 201 Anchorage, AK 99503	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Crum & Forster Specialty Insurance Company		44520
	INSURER B : CopperPoint Insurance Company		14216
	INSURER C : Alaska National Insurance Company		38733
	INSURER D : General Star Indemnity Company		37362
	INSURER E : Navigators Specialty Insurance Company		36056
	INSURER F :		

License#: PC-1719201
ENGISOL-02**COVERAGES****CERTIFICATE NUMBER:** 455299410**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO. JECT ☐ LOC OTHER:	Y	Y	EPK149633	12/1/2024	12/1/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 WA Stop Gap \$1M/\$1M/\$1M
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	24LAS59601	12/1/2024	12/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ EXCESS LIAB ☐ CLAIMS-MADE ☒ OCCUR DED ☒ RETENTION \$ 0	Y	Y	EFX126554	12/1/2024	12/1/2025	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y N/A	24LWS59601	12/1/2024	12/1/2025	☒ PER STATUTE ☐ OTH-ER USL&H/Jones AK E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Excess Liability 1	Y	Y	IXG681223	12/1/2024	12/1/2025	Occ/Agg \$3M/\$3M
E	Excess Liability 3	Y	Y	LA24EXC719908IC	12/1/2024	12/1/2025	Occ/Agg \$6M/\$6M
A	Professional Liability	Y	Y	EPK149633	12/1/2024	12/1/2025	Occ/Agg/Ded \$2M/\$2M/\$25K

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**THIS IS EVIDENCE OF INSURANCE PROCURED AND DEVELOPED UNDER THE ALASKA SURPLUS LINES LAW, AS 21.34. IT IS NOT COVERED BY THE ALASKA INSURANCE GUARANTY ASSOCIATION ACT, AS 21.80.

**Surplus Lines Broker for Company : AmWINS Brokerage of NY License #42581

Excess Liability 1 is in excess of Auto Liability. Excess Liability 2 is in excess of General Liability, Pollution Liability, Professional Liability and Employers Liability. Excess Liability 3 is in excess of Excess Liability 2.

Pollution Liability Policy: EPK149633: \$2,000,000 Each Occurrence. \$2,000,000 Aggregate. Deductible \$25,000.

See Attached...

CERTIFICATE HOLDER

City of Richland
625 Swift Blvd.
Richland WA 99352
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

AGENCY Parker Smith & Feek Insurance LLC		NAMED INSURED Electric Power Systems Inc. 3305 Arctic Blvd., Suite 201 Anchorage, AK 99503	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Cyber Liability Policy: H24NGP110616 : Effective: 12/1/2024 - 12/1/2025; Insurer: Houston Casualty Company: NAIC #42374; Limit \$1,000,000; Deductible \$30,000.
 RE: Engineering Services Design for Oscar Distribution Power Substation. Certificate Holder and all other parties required by the contract are included as Additional Insured on the General Liability, Auto Liability, Pollution Liability, Errors & Omissions Liability and Excess Liability Policies 1, 2 and 3, if required by written contract or agreement, subject to the policy terms and conditions. Certificate Holder and all other parties required by the contract are included as Additional Insured including Ongoing and Completed Operations on the General Liability Policy, if required by written contract or agreement, subject to the policy terms and conditions. This Insurance is Primary & Non-Contributory on the General Liability, Auto Liability, Pollution Liability, Errors & Omissions Liability and Excess Liability Policies 1, 2 and 3 if required by written contract or agreement, subject to the policy terms and conditions. A Waiver of Subrogation is provided in favor of Certificate Holder and all other parties on the General Liability, Auto Liability, Pollution Liability and Errors & Omissions Liability, Work Comp and Excess Liability Policies 1, 2 and 3. Policies, if required by written contract or agreement, subject to the policy terms and conditions. General Liability, Auto Liability, Work Comp, Errors & Omissions Liability, Pollution Liability and Excess Liability Policies 1, 2 and 3. Coverages includes 30-day notice of cancellation, subject to the terms and conditions of the policy.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 8/6/2025

Agenda Category: Resolutions - Adoption

Strategic Priority I - High Performance Government

Subject

Resolution No. 2025-107, Authorizing a Consultant Agreement with J-U-B Engineers, Inc. for Sanitary Sewer and Storm Lift Station Rehabilitation and Replacement

Department/Office

Public Works

Ordinance/Resolution Number

2025-107

Document Type

Resolution

Recommended Motion

Adopt Resolution No. 2025-107, authorizing the City Manager to sign and execute an agreement with J-U-B Engineers Inc. for the Montana Sanitary Sewer Lift Station Replacement, Sanitary Sewer Lift Station Rehabilitation and Replacement, and Stormwater Conveyance System Rehabilitation and Replacement projects.

Summary

The 2025 – 2030 Capital Improvement Plan (CIP) includes several key projects: Montana Sanitary Sewer Lift Station Replacement, Sanitary Sewer Lift Station Rehabilitation and Replacement, and Stormwater Conveyance System Rehabilitation and Replacement (the “Projects”). These Projects involve the rehabilitation and replacement of multiple sanitary sewer lift stations (SSLS), including the Montana SSLS, Wellhouse SSLS, Meadows South SSLS, Terminal SSLS, and the McMurray Storm Lift Station. These sanitary sewer and storm lift stations are critical infrastructure necessary for the reliable operation of the City’s wastewater and stormwater collection systems.

Packaging the design work of similarly scoped projects into a single contract to perform the work at the best value for the City provides substantial benefit. A competitive Request for Qualifications (RFQ) process was conducted in compliance with the City’s purchasing policies to solicit the services of a qualified engineering design firm to perform the needed work. The City received three (3) responses to the RFQ. J-U-B Engineers Inc. was selected as the most qualified vendor to perform the work.

A scope of work and associated budget were successfully negotiated with J-U-B Engineers Inc. that provides the City with the necessary services at a reasonable value. The City’s best interests are served by entering into a consultant agreement with J-U-B Engineers Inc. for the Projects.

Staff recommends adoption of Resolution No. 2025-107.

Fiscal Impact

This contract is valued at \$377,800. Combined, the 2024 and 2025 Capital Improvement Plans provide over \$520,000 in funding for project design, which is adequate to cover the cost of this agreement.

Attachments

1. Resolution No. 2025-107
2. Draft Agreement with J-U-B Engineers, Inc. - Lift Station Rehabilitation and Replacement

RESOLUTION NO. 2025-107

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A CONSULTANT AGREEMENT WITH J-U-B
ENGINEERS, INC. FOR SANITARY SEWER AND STORM LIFT
STATION REHABILITATION AND REPLACEMENT.**

WHEREAS, the 2025-2030 Capital Improvement Plan (CIP) includes projects titled Montana Sanitary Sewer Lift Station Replacement, Sanitary Sewer Lift Station Rehabilitation and Replacement, and Stormwater Conveyance System Rehabilitation and Replacement (the “Projects”); and

WHEREAS, the Projects involve rehabilitation and replacement of multiple sanitary sewer lift stations (SSLS) referred to as Montana SSLS, Wellhouse SSLS, Meadows South SSLS and Terminal SSLS, and a stormwater lift station known as the McMurray storm lift station; and

WHEREAS, the City's sanitary sewer and storm lift stations are critical infrastructure that are required to reliably operate the City’s wastewater and stormwater collection system; and

WHEREAS, packaging the design work of similarly scoped projects into a single contract to perform the work at the best value for the City is substantially beneficial; and

WHEREAS, a competitive Request for Qualifications (RFQ) process was conducted in compliance with the City’s purchasing policies to solicit the services of a qualified engineering design firm to perform the needed work; and

WHEREAS, the City received three (3) responses to the RFQ; and

WHEREAS, J-U-B Engineers, Inc. was selected as the most qualified vendor to complete the work; and

WHEREAS, a scope of work and budget have been negotiated with J-U-B Engineers, Inc. that provides the City with the necessary services at a reasonable value; and

WHEREAS, the City’s best interests are served by executing a consultant agreement with J-U-B Engineers, Inc. for the Projects.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a consultant agreement with J-U-B Engineers, Inc. in the amount of \$377,800.00 for engineering design services related to the Montana Sanitary Sewer Lift Station Replacement, Sanitary Sewer Lift Station Rehabilitation and Replacement, and Stormwater Conveyance System Rehabilitation and Replacement projects.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland, Washington, at a special meeting on the 6th day of August, 2025.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



AGREEMENT BETWEEN CITY AND CONSULTANT

Lift Station Rehabilitation and Replacement

This Agreement is entered into this _____ day of August, 2025 ("Effective Date") by and between the **City of Richland** ("**City**"), a Washington municipal corporation located at 625 Swift Blvd. Richland, WA 99352, and **J-U-B Engineers, Inc.** ("**Consultant**"), a Washington for-profit corporation with service at 2810 W. Clearwater Ave., Ste. 201, Kennewick, WA 99336. **City** and **Consultant** are referred to individually herein as a "Party" and collectively herein as the "Parties."

WITNESSETH:

1. SCOPE OF WORK

- a. Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work outlined in Exhibit A. In performing these services, Consultant shall at all times comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services. In addition, these services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City.
- b. This Agreement consists of this Agreement and other documents listed below. These form the entire Agreement between the Parties, and are fully integrated into this Agreement as if stated or repeated herein. In the event of a conflict between documents, the order of precedence will be the order listed below. An enumeration of the Agreement documents is set forth below (mark all that apply):
 1. ☒ City of Richland Agreement No. _____
 2. ☒ Exhibit A: Scope of Work
 3. ☒ City Richland Solicitation No. RFQ# 25-0054
 4. ☒ Exhibit B: Solicitation No. RFQ# 25-0054 proposal response submitted by Consultant dated May 6, 2025.
 5. ☒ Additional Documents – Exhibit X-1: Work Breakdown Structure.

2. TIME FOR COMPLETION

Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the City. Consultant agrees to use best efforts to complete all work described under this Agreement by December 31, 2026.

3. TERM

The term of this Agreement shall commence on the Effective Date identified above and end at midnight on December 31, 2026.

4. PAYMENT

- a. Services rendered by Consultant under this Agreement will be paid at the rate set forth in Exhibit A Scope of Work, but in no event shall the total compensation for services rendered under this Agreement exceed **Three Hundred Seventy-Seven Thousand Eight Hundred Dollars and No Cents (\$377,800.00)**, including all fees and those reimbursable expenses listed in Exhibit A.
- b. City shall pay Consultant for services rendered after receipt of a detailed invoice. Invoices not in dispute by the City will be paid net thirty (30) days and shall reference the contract number and/or purchase order applicable to the work. The invoice shall provide sufficient detail on the work being billed and include detailed receipts for any invoices.
- c. Partial payments to cover the percentage of work completed may be requested by Consultant. These payments shall not be more than one (1) per month.
- d. Pre-approved travel, meals and lodging will be reimbursed at cost and only when consultant travels at least 150 miles per one way trip. Reimbursable expenses are limited to the following: coach airfare, ground transportation (taxi, shuttle, car rental), hotel accommodations as provided below, personal or company vehicle use at the then-current federal mileage rate, and meals at the current federal per-diem meal allowance or up to the current federal per-diem with detailed receipts, no alcohol, and a 20% maximum gratuity.
 - i. Hotel accommodations: eligible lodging expenses include the room cost only; itemized receipts must be provided for hotel reimbursements.
 - ii. Hotel reimbursement is limited to the single room rate. If two or more consultants are sharing a room, reimbursement is allowable for only one consultant at the double room rate.
 - iii. The maximum reimbursement should be limited to the best discount rate available and allowable that meets traveler's business needs and basic needs for health, safety and cleanliness. Non-smoking rooms are authorized even if they are more expensive.
- e. Reimbursement for extra services/reimbursable expenses are not authorized under this Agreement unless detailed in the Scope of Work or agreed upon in writing as a modification to this Agreement.
- f. Consultant will allow access to the City, State of Washington, Federal Grantor Agency, Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three (3) years from the date of receipt of final payment. If any litigation, claim, or audit arising out of, in connection with, or relating to this Agreement is initiated before the expiration of the three-year period, the records shall be retained until such litigation, claim, or audit involving the records is completed.

5. INDEPENDENT CONTRACTOR

Consultant, and any and all employees of Consultant or other persons engaged in the performance of any work or services required of Consultant under this Agreement, are

independent contractors and shall not be considered employees of the City. Any and all claims that arise at any time under any Workers' Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of Consultant's employees or other persons engaged in any of the work or services required to be provided herein, shall be the sole obligation and responsibility of Consultant.

6. OWNERSHIP OF DOCUMENTS

Any and all data, analyses, documents, photographs, plans, designs, drawings, specifications, surveys, films, documents, reports and other work products created, prepared, produced, constructed, assembled, made, performed, or otherwise produced by Consultant or Consultant's subcontractors for delivery to the City pursuant to this Agreement shall become the sole and absolute property of the City upon completion of the services and payment in full of all payment due to Consultant of the fees set forth in this Agreement. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which Consultant uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the City is owned by Consultant and is not "work made for hire" within the terms of this Agreement. Consultant will ensure that all independent contractors have written agreements in place that transfers ownership of all Intellectual Property created by them or provided by them to the City.

The City may make or permit to be made any modifications to the plans and specifications without the prior written authorization of Consultant. The City agrees to waive any claim against Consultant arising from any unauthorized reuse of the plans and specifications, and to indemnify and hold Consultant harmless from any claim, liability or cost arising or allegedly arising out of any reuse of the plans and specifications by the City or its agent not authorized by Consultant.

7. TERMINATION

- a. This Agreement may be terminated by either Party upon thirty (30) days' written notice. In the event this Agreement is terminated by Consultant, the City shall be entitled to reimbursement of costs occasioned by such termination. In the event the City terminates this Agreement, the City shall pay Consultant for the work performed, which shall be an amount equal to the percentage of completion of the work as mutually agreed between the City and Consultant.
- b. If any work covered by this Agreement shall be suspended or abandoned by the City before Consultant has completed the assigned work, Consultant shall be paid an amount equal to the costs incurred up to the date of termination or suspension as mutually agreed upon between the City and Consultant.

8. AVAILABILITY OF RECORDS FOR PUBLIC INSPECTION

- a. As a public contract, all records prepared, generated or used by Consultant or its agents, employees and subcontractors relating to this Agreement and associated work (hereinafter "public records") may be subject to disclosure under the Washington State Public Record Act, Chapter 42.56 RCW.

- b. Contractor shall maintain and retain all such public records in a manner that is readily accessible for a minimum term of no less than three (3) years following completion of the contract work. City shall have the right to timely review all such public records upon request. Contractor shall provide copies of any public records requested by City within thirty (30) calendar days of City's request. If City requests that copies of public records be provided to City in an electronic format, said records shall be provided at no cost to City. If paper copies are requested by City, City shall pay \$.10 per page. Payment for paper copies shall be rendered to Consultant within twenty (20) calendar days of receipt.
- c. All records subject to a public disclosure request will be provided to a requester unless exempted from disclosure by law. The City's decision to exempt or redact any public record shall be based only upon valid exemptions that apply to the City. City will not refrain from disclosing any record under an exemption that may be personal to Consultant. In the event Consultant objects to release of any public record under this Agreement, Consultant may seek judicial approval to prevent such disclosure at Consultant's sole expense. City shall neither aid nor interfere with Consultant's request for an injunction to prevent disclosure of any public record under this Agreement.
- d. Consultant shall insert this provision in all contracts with subcontractors or agents providing services relating to this Agreement.

9. DISPUTE RESOLUTION

- a. The City and Consultant agree to negotiate in good faith for a period of thirty (30) days from the date of notice of all disputes between them prior to exercising their rights under this Agreement, or under law.
- b. All disputes between the City and Consultant not resolved by negotiation between the Parties may be arbitrated only by mutual agreement of the City and Consultant. If not mutually agreed to resolve the claim by arbitration, the claim will resolve by legal action.

10. DEBARMENT CERTIFICATION

Consultant certifies that neither Consultant nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal or state department or agency. Further, Consultant agrees not to enter into any arrangements or contracts related to completion of the work contemplated under this Agreement with any party that is on the "General Service Administration List of Parties Excluded from Federal Procurement or Non-Procurement Programs" which can be found at:

www.sam.gov and <https://secure.lni.wa.gov/verify/>

11. VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

In the event that either Party deems it necessary to initiate a legal action to enforce any right or obligation under this Agreement, the Parties agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Benton County. The Parties agree that all questions shall be resolved by application of Washington law, and that the Parties to such action shall have the right of appeal from such decision of the Superior Court in accordance with the laws of the State of Washington. Consultant hereby consents to the personal jurisdiction of the Superior Court of the State of Washington situated in Benton County.

12. ATTORNEY'S FEES

The Parties agree that should legal action be necessary to enforce any of the provisions of this Agreement, that the substantially prevailing Party will be awarded its reasonable attorney's fees and costs in action, including costs and attorney's fees on appeal if appeal is taken.

13. INSURANCE

Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, or employees.

- a. No Limitation. Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- b. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:
 1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
 2. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 4. Professional Liability, Errors or Omissions insurance appropriate to the Consultant's profession. Coverage shall be provided if Consultant is providing services under this Agreement as a licensed professional, including, but not limited to, engineers, architects, accountants, surveyors, and attorneys.
- c. Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:
 1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
 3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- d. Other Insurance Provisions. Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be

primary insurance with respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of Consultant's insurance and shall not contribute with it.

- e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- f. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of Consultant before commencement of the work.
- g. Notice of Cancellation. Consultant shall provide the City with written notice of any policy cancellation within two (2) business days of Consultant's receipt of such notice.
- h. Failure to Maintain Insurance. Failure on the part of Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due Consultant from the City.
- i. Public Entity Full Availability of Consultant Limits. If Consultant maintains higher insurance limits than the minimum shown above, the City shall be insured for the full available limits of the Commercial General and Excess or Umbrella liability maintained by Consultant, irrespective of whether such limits maintained by Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by Consultant.

14. INDEMNIFICATION / HOLD HARMLESS

- a. Consultant shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the willful or negligent acts, or alleged willful or alleged negligent acts, errors or omissions of the Consultant or the Consultant's employees or agents in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.
- b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Agreement.

15. STANDARD OF CARE

The professional services will be furnished in accordance with the care and skill ordinarily used by members of the same profession practicing under similar conditions at the same time and in the same locality.

16. SUCCESSORS OR ASSIGNS

All of the terms, conditions and provisions hereof shall inure to the benefit of and be binding upon the Parties hereto, and their respective successors and assigns; provided, however, that no assignment of the Agreement shall be made without written consent of the non-assigning Party, which may be given in the non-assigning Party's sole discretion.

17. NOTICES

Any notices required under this Agreement will be in writing, addressed to the appropriate Party at the address which appears below (as modified in writing from time to time by such party), and given by electronic submission, by facsimile personally, by registered or certified mail, return receipt requested, or by nationally recognized overnight courier service. All notices shall be effective upon the date sent.

Purchasing Manager
City of Richland
625 Swift Blvd., MS-11
Richland, WA 99352
Email: purchasing@ci.richland.wa.us
Phone: (509) 942-7710

Contact Name: Alex Fazzari
Name of Firm: J-U-B Engineers, Inc.
Address: 2810 W. Clearwater Ave., Ste. 201
Address: Kennewick, WA 99336
Email: afazzari@jub.com
Phone Number: (509) 783-2144

18. EQUAL OPPORTUNITY AGREEMENT

Consultant agrees that Consultant will not discriminate against any employee or job applicants for work under this Agreement for reasons of race, sex, nationality, religious creed, or sexual orientation.

19. SEVERABILITY

If any provision of this Agreement conflicts with applicable law, or its application is found to be invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected, and to this end, the terms of this Agreement are declared to be severable.

20. AMENDMENTS

All amendments must be in writing and be approved and signed by both Parties.

21. CHANGE IN LAW

The Parties hereto agree that in the event legislation is enacted or regulations are promulgated, or a decision of court is rendered, or any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation is published that affects or may affect the legality of this Agreement or any part thereof or that materially and adversely affects the ability of either Party to perform its obligations or receive the benefits intended hereunder ("Adverse Change in Law"), then within fourteen (14) calendar days following written notice by either Party to the other Party of such adverse change in law, the Parties shall meet to negotiate in good faith an amendment which will carry out the original intention of the Parties to the extent possible. If, despite good faith attempts, the Parties cannot reach agreement upon an amendment within sixty (60) calendar days after commencing negotiation, then this Agreement may be terminated by either Party as of the

earlier of: (i) the effective date of the adverse change in law, or (ii) the expiration of a period of sixty (60) days following written notice of termination provided by one Party to the other.

22. CONFIDENTIALITY

In the course of performing under this Agreement, Consultant, including its employees, agents or representatives, may receive, be exposed to, or acquire confidential information. Confidential information may include, but is not limited to, patient information, contract terms, sensitive employee information, or proprietary data in any form, whether written, oral, or contained in any computer database or computer readable form. Consultant shall: i) not disclose or sell confidential information except as permitted by this Agreement; (ii) only permit use of such confidential information by employees, agents and representatives having a need to know in connection with performance under this Agreement; and (iii) advise each of its employees, agents, and representatives of their obligations to keep such information confidential.

23. CHANGES OF WORK

- a. When required to do so, and without any additional compensation, Consultant shall make such changes and revisions in the completed work of this Agreement as necessary to correct or revise any errors, omissions, or other deficiencies in the design, drawings, specifications, reports, and other similar documents which Consultant is responsible for preparing or furnishing under this Agreement.
- b. Should the City find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, Consultant shall make such revisions as directed by the City. This work shall be considered as Extra Work and will be paid for as herein provided under Section 24, Extra Work.

24. EXTRA WORK

The City may desire to have Consultant perform work or render additional services within the general scope of this Agreement. Such work shall be considered as extra work and will be specified in a written supplement to this Agreement which will set forth the nature of the scope, schedule for additional work, additional fees and the method of payment. Work under a supplemental Agreement shall not proceed until authorized in writing by the City.

25. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the Parties hereto and supersedes all previous understandings and agreements, written and oral, with respect to this transaction. Neither Party shall be liable to the other for any representations made by any person regarding the terms of this Agreement, except to the extent that the same are expressed in this Agreement.

26. AUTHORITY TO EXECUTE

Each person executing this Agreement on behalf of another person, corporation, partnership, company, or other organization or entity represents and warrants that he or she is fully authorized to so execute and deliver this Agreement on behalf of the entity or party for which he or she is signing. The Parties hereby warrant to each other that each has full power and authority to enter into this Agreement and to undertake the actions contemplated herein, and that this Agreement is enforceable in accordance with its terms.

27. COUNTERPART ORIGINALS

Execution of this Agreement and any amendment or other document related to this Agreement may be by electronic signature and in any number of counterpart originals, each of which shall be deemed to constitute an original agreement, and all of which shall constitute one whole agreement.

(Signature page to follow)

Draft

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

CITY OF RICHLAND

CONSULTANT

Jon Amundson, ICMA-CM
City Manager

Signature

Attest:

Printed Name

Jennifer Rogers, City Clerk

Title

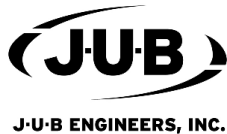
Approved as to form:

Heather Kintzley, City Attorney

EXHIBIT A: Detailed Scope of Work

See Attached.

Draft



**J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES**

Attachment 1 – Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: Lift Station Rehabilitation and Replacement

CLIENT: City of Richland

J-U-B PROJECT NUMBER: 30-25-040

CLIENT PROJECT NUMBER: 25-0054

ATTACHMENT TO:

☒ **AGREEMENT DATED:** _____

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

The City of Richland (City) has determined the need for rehabilitation and replacement of four existing sanitary sewer lift stations (Montana, Meadows South, Terminal, and Wellhouse) and one existing stormwater lift station (McMurray). J-U-B was selected through a competitive solicitation as the most qualified firm for this project.

This Scope of Services is to analyze, design, and prepare plans and contract documents for the rehabilitation and replacement of these lift stations and includes project management, preliminary design, design, and bid and award support. Due to permitting requirements, design complexities, separate funding sources, and preferred schedules, the lift stations will be grouped into three separate undertakings, each with their own set of deliverables:

1. Montana SSLS (1)
2. Meadows South, Terminal, & Wellhouse SSLSs (3)
3. McMurray SWLS (1)

The City intends to advertise, bid, and construct the lift station rehabilitations as three separate projects/contracts.

PART 2 - SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

A. Task 010: Project Management

1. Set up project into J-U-B's financial and record keeping systems for document retention and project controls.
2. Conduct project planning and risk assessment.
3. Coordinate quality assurance / quality control (QA/QC) processes.
4. Communicate and coordinate J-U-B team activities with kickoff and progress meetings as required.
5. Regularly monitor project status, budget, and schedule.
6. During periods of project activity, provide a regular report to CLIENT on project status, budget and schedule.

7. Provide a monthly invoice including budget status.
8. Provide ongoing document handling and filing.
9. Close financial billing and accounting records in J-U-B's financial and record-keeping systems.

B. Task 020: Montana SSLS

1. For this task, J-U-B will:
 - a. Perform Preliminary Design tasks for the Montana SSLS which include:
 - i. Review of as-builts, record drawings, site information, and current operating conditions.
 - ii. Review and processing of City-supplied survey data into formatted base drawing.
 - iii. Modeling conceptual designs within the existing sewer model.
 - iv. Developing a draft and final technical memorandum that outlines considerations, design decisions, modeling results, preliminary cost estimates, and draft site layout.
 - v. Participation in one (1) in-person project kickoff meeting and one (1) in-person draft memo review meeting with City.
 - b. Perform Design tasks for the Montana SSLS which include:
 - i. Preparation of 60%, 90%, and Final Design deliverables.
 - ii. Development of a Draft O&M Manual that includes:
 - (a) Introduction
 - (b) Pump Operation and Control Narrative
 - (c) Periodic and Preventative Maintenance
 - (d) Contacts
 - (e) Manufacturer O&M Data
 - (f) Record Drawings
 - iii. Internal QC review.
 - iv. Participation in one (1) in-person 60% review meeting and one (1) in-person 90% review meeting with City.
 - c. Provide Bid and Award support for the Montana SSLS which includes:
 - i. Providing construction and design experts who worked on the project to be available in responding to City-directed contractor questions during the bidding process.
 - ii. Attending one (1) pre-bid meeting.
2. Assumptions:
 - i. City will perform and collect all required field survey, locate orders, property boundary surveys, and data research activities. City will provide data and latest aerial imagery to J-U-B.
 - ii. J-U-B will format survey data into a design basemap matching J-U-B drafting criteria and standards.
 - iii. City survey will be completed by a licensed surveyor who will provide survey control points, basis of bearing, and vertical datum on a standard drawing.
 - iv. City will hire/coordinate for Geotech explorations near the existing lift station in order to get a description of the soil by depth (from surface to below existing grade) and to record groundwater location at the time of testing.
 - v. Site layout will consider access and security.
 - vi. City will complete all permitting efforts (as required).
 - vii. Existing electrical panel will be upgraded as needed for new pumps.
 - viii. Existing telemetry pole will be relocated, existing radio will remain.
 - ix. Existing gas generator will be evaluated for use in new system and re-designed if required.
 - x. Existing wetwell will be re-used with submersible Flygt pumps.
 - xi. Existing dry pit and pumps will be abandoned/removed.

- xii. A new valve vault will be designed following City standards. A new flow meter will not be included in design.
 - xiii. City will provide compiled comments/redlines in electronic format at 60% and 90% design phases.
 - xiv. City will prepare front end contract/bid documents. This includes Invitation to Bid, Information to Bidders, Proposal, Bond Requirements, Draft Contracts, Wage Rates, City Special Provisions, Etc.
 - xv. A final O&M Manual is not part of this task and should be developed during construction.
 - xvi. Ecology will not review design plans. A design report will not be needed.
 - xvii. The City will advertise the project and perform all Construction Administration services during the Bid and Award Phase. J-U-B will provide support as listed above.
 - xviii. In the event all bids are rejected and the City decides to rebid the project in whole or in part, the work associated with redesigning, repacking, and/or rebidding shall be considered an Additional Service.
3. Deliverables:
- i. Draft and Final Technical Memorandum in electronic (PDF) format.
 - ii. Updated/formatted survey base map with aerial imagery in electronic (DWG) format.
 - iii. 60% Design Deliverables in electronic (PDF) format.
 - (a) 60% Design Plans
 - (b) 60% Specifications (outline)
 - (c) 60% Design Construction Cost Estimate (15% contingency)
 - iv. 90% Design Deliverables in electronic (PDF) format.
 - (a) 90% Design Plans
 - (b) 90% Specifications
 - (c) 90% Design Construction Cost Estimate (5% contingency)
 - v. Final Design Deliverables in electronic (PDF) format.
 - (a) Final Design Plans
 - (b) Final Specifications
 - (c) Final Design Construction Cost Estimate
 - vi. Draft O&M Manual in electronic (PDF) format.

C. Task 030: Meadows South, Terminal, & Wellhouse SSLSs

- 1. For this task, J-U-B will:
 - a. Perform Preliminary Design tasks for the Meadows South, Terminal, & Wellhouse SSLSs which include:
 - i. Review of as-builts, record drawings, site information, and current operating conditions.
 - ii. Review and processing of City-supplied survey data into formatted base drawing.
 - iii. Modeling of conceptual designs within the existing sewer model.
 - iv. Developing a draft and final technical memorandum that outlines considerations, design decisions, modeling results, preliminary cost estimates, and draft site layouts (one (1) memo for all three lift stations).
 - v. In-person participation in one (1) project kickoff meeting and one (1) draft memo review meeting with City (one meeting for all three lift stations).
 - b. Perform Design tasks for the Meadows South, Terminal, & Wellhouse SSLSs which include:

- i. Preparation of 60%, 90%, and Final Design deliverables
- ii. Development of Draft O&M Manuals (three (3) separate manuals) that each include:
 - (a) Introduction
 - (b) Pump Operation and Control Narrative
 - (c) Periodic and Preventative Maintenance
 - (d) Contacts
 - (e) Manufacturer O&M Data
 - (f) Record Drawings
- iii. Internal QC review
- iv. Participation in one (1) in-person 60% review meeting and one (1) in-person 90% review meeting with City.
- c. Provide Bid and Award support for the Meadows South, Terminal, & Wellhouse SSLs which includes:
 - i. Providing construction and design experts who worked on the project to be available in responding to City-directed contractor questions during the bidding process.
 - ii. Attending one (1) pre-bid meeting
- 2. Assumptions:
 - i. Technical memorandum, design drawings, and bid documents will include work required for all three lift stations.
 - ii. City will perform and collect all required field survey, locate orders, property boundary surveys, and data research activities. City will provide data and latest aerial imagery to J-U-B.
 - iii. J-U-B will format survey data into a design basemap matching J-U-B drafting criteria and standards.
 - iv. City survey will be completed by a licensed surveyor who will provide survey control points, basis of bearing, and vertical datum on a standard drawing(s).
 - v. City will hire/coordinate for Geotech explorations near each existing lift station in order to get a description of the soil by depth (from surface to below existing grade) and to record groundwater location at the time of testing.
 - vi. Site layout will consider access and security.
 - vii. City will complete all permitting efforts (if required).
 - viii. New electrical panels and sun shades will be designed.
 - ix. Existing telemetry pole will be relocated.
 - x. Existing radio will be relocated to a new panel.
 - xi. Backup generators will be included with design.
 - xii. Existing wetwell will be re-used with submersible Flygt Concertor pumps.
 - xiii. Design of a new lift station to replace Wellhouse SSLs is not included in this scope.
 - xiv. Existing dry pit and pumps will be abandoned/removed.
 - xv. A new valve vault will be designed following City standards. A new flow meter will not be included in design.
 - xvi. City will provide compiled comments/redlines in electronic format at 60% and 90% design phases.
 - xvii. City will prepare front end contract/bid documents. This includes Invitation to Bid, Information to Bidders, Proposal, Bond Requirements, Draft Contracts, Wage Rates, City Special Provisions, Etc.
 - xviii. A final O&M Manual is not part of this task and should be developed during construction.
 - xix. Ecology will not review design plans. A design report will not be needed.
 - xx. All three lift stations will be bid as one (1) construction project.

- xxi. The City will advertise the project and perform all Construction Administration services during the Bid and Award Phase. J-U-B will provide support as listed above.
 - xxii. In the event all bids are rejected and the City decides to rebid the project in whole or in part, the work associated with redesigning, repacking, and/or rebidding shall be considered an Additional Service.
3. Deliverables:
- i. Draft and Final Technical Memorandum in electronic (PDF) format.
 - ii. Updated/formatted survey base map with aerial imagery in electronic (DWG) format.
 - iii. 60% Design Deliverables in electronic (PDF) format.
 - (a) 60% Design Plans
 - (b) 60% Specifications (outline)
 - (c) 60% Design Construction Cost Estimate (15% contingency)
 - iv. 90% Design Deliverables in electronic (PDF) format.
 - (a) 90% Design Plans
 - (b) 90% Specifications
 - (c) 90% Design Construction Cost Estimate (5% contingency)
 - v. Final Design Deliverables in electronic (PDF) format.
 - (a) Final Design Plans
 - (b) Final Specifications
 - (c) Final Design Construction Cost Estimate
 - vi. Draft O&M Manual in electronic (PDF) format.

D. Task 040: McMurray SWLS

1. For this task, J-U-B will:
- a. Perform Preliminary Design tasks for the McMurray SWLS which include:
 - i. Review of as-builts, record drawings, site information, and current operating conditions.
 - ii. Review and processing of City-supplied survey data into formatted base drawing.
 - iii. Developing a draft and final technical memorandum that outlines considerations, design decisions, calculations, and preliminary cost estimates.
 - iv. In-person participation in one (1) project kickoff meeting and one (1) draft memo review meeting with City.
 - b. Perform Design tasks for the McMurray SWLS which include:
 - i. Preparation of 60%, 90%, and Final Design deliverables.
 - ii. Development of a Draft O&M Manual that includes:
 - (a) Introduction
 - (b) Pump Operation and Control Narrative
 - (c) Periodic and Preventative Maintenance
 - (d) Contacts
 - (e) Manufacturer O&M Data
 - (f) Record Drawings
 - iii. Internal QC review.
 - iv. Participation in one (1) in-person 60% review meeting and one (1) in-person 90% review meeting with City.
 - c. Provide Bid and Award support for the McMurray SWLS which includes:
 - i. Providing construction and design experts who worked on the project to be available in responding to City-directed contractor questions during the bidding process.
 - ii. Attending one (1) pre-bid meeting.

2. Assumptions:

- i. City will perform and collect all required field survey, locate orders, property boundary surveys, and data research activities. City will provide data and latest aerial imagery to J-U-B.
- ii. J-U-B will format survey data into a design basemap matching J-U-B drafting criteria and standards.
- iii. City survey will be completed by a licensed surveyor who will provide survey control points, basis of bearing, and vertical datum on a standard drawing.
- iv. City will hire/coordinate for Geotech explorations near the existing lift station in order to get a description of the soil by depth (from surface to below existing grade) and to record groundwater location at the time of testing.
- v. Site layout will consider access and security.
- vi. City will complete all permitting efforts (if required).
- vii. Existing telemetry pole will remain as-is.
- viii. Existing radio will be relocated to a new panel.
- ix. 3-phase 480V power will be brought to the site.
- x. A new electrical panel and sun shade will be designed.
- xi. A backup generator will be included with design.
- xii. Existing wetwell will be re-used with submersible Flygt pumps. A hatch will be designed to access the pumps.
- xiii. Existing dry pit and pumps will be abandoned and electrical equipment brought to the surface.
- xiv. A new valve vault will be designed following City standards. A new flow meter will not be included in design.
- xv. City will provide compiled comments/redlines in electronic format at 60% and 90% design phases.
- xvi. City will prepare front end contract/bid documents. This includes Invitation to Bid, Information to Bidders, Proposal, Bond Requirements, Draft Contracts, Wage Rates, City Special Provisions, Etc.
- xvii. A final O&M Manual is not part of this task and should be developed during construction.
- xviii. The City will advertise the project and perform all Construction Administration services during the Bid and Award Phase. J-U-B will provide support as listed above.
- xix. In the event all bids are rejected and the City decides to rebid the project in whole or in part, the work associated with redesigning, repacking, and/or rebidding shall be considered an Additional Service.

3. Deliverables:

- i. Draft and Final Technical Memorandum in electronic (PDF) format.
- ii. Updated/formatted survey base map with aerial imagery in electronic (DWG) format.
- iii. 60% Design Deliverables in electronic (PDF) format.
 - (a) 60% Design Plans
 - (b) 60% Specifications (outline)
 - (c) 60% Design Construction Cost Estimate (15% contingency)
- iv. 90% Design Deliverables in electronic (PDF) format.
 - (a) 90% Design Plans
 - (b) 90% Specifications
 - (c) 90% Design Construction Cost Estimate (5% contingency)
- v. Final Design Deliverables in electronic (PDF) format.
 - (a) Final Design Plans
 - (b) Final Specifications
 - (c) Final Design Construction Cost Estimate
- vi. Draft O&M Manual in electronic (PDF) format.

PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

- A. **CLIENT-Provided Work** - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:
1. Topographic survey, utility locates, surface feature survey, property/boundary survey.
 2. Process survey data and provide a comprehensive survey base map.
 3. Provide signature and stamp from Licensed Surveyor on the "Survey Controls and Basis of Bearing" sheet included in the final design plans.
 4. Geotechnical explorations and data collection.
 5. Cultural clearances.
 6. Local, state, and federal permitting.
- B. **Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:
1. Field Survey
 2. Design of new lift stations
 3. Construction Support
 4. Construction Management & Observation

PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES

- A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:
1. For Time and Materials fees:
 - a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
 - b. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.1.
 2. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.
- B. **Period of Services**
1. If the planned period of service for the Tasks identified above extend more than one year, J-U-B's billing rates and/or fees for remaining Tasks may be increased to account for direct labor cost, rate table adjustments, or other inflationary increases. If that occurs, an adjustment to the billing rates and/or Fee will be computed based on remaining scope amount times the specific rate increase.
 2. If the period of service for the Tasks identified above is extended beyond 6 months or if the Project has stop/start iterations, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments, extended duration of project management and administrative services, and/or costs related to stop/start cycles including necessary monitoring and communication efforts during inactive periods.
- C. CLIENT acknowledges that J-U-B's schedule commitments outlined in Part 4 are subject to the standard of care and J-U-B will not be responsible for delays beyond our direct control.
- D. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
010	Project Management	Time and Materials (Estimated Amount Shown)	\$22,700	Concurrent with work progress
020	Montana SSLS	Time and Materials (Estimated Amount Shown)	\$99,400	Draft memo for CLIENT review 3 months after receiving executed contract, notice to proceed, and all required data. Remaining deliverable dates will be based upon a schedule agreed to by the City and J-U-B.
030	Meadows South, Terminal, & Wellhouse SSLSs	Time and Materials (Estimated Amount Shown)	\$149,200	Draft memo for CLIENT review 3 months after receiving executed contract, notice to proceed, and all required data. Remaining deliverable dates will be based upon a schedule agreed to by the City and J-U-B.
040	McMurray SWLS	Time and Materials (Estimated Amount Shown)	\$106,500	Draft memo for CLIENT review 3 months after receiving executed contract, notice to proceed, and all required data. Remaining deliverable dates will be based upon a schedule agreed to by the City and J-U-B.
Total:			\$377,800	

PART 5 - CERTIFICATIONS AND DELIVERABLES

- A. Electronic deliverables provided to the CLIENT as part of the work described within this Attachment are subject to the provisions of J-U-B's "electronic document/data limited license" found at edocs.jub.com.
- B. The Client understands and agrees that Artificial Intelligence (AI) may be used as a tool on the Project, including but not limited to meeting notes, graphics, document editing, etc (along with AI features that are integral to design and other software). Results of AI and software applications will be reviewed and, if necessary, modified by J-U-B prior to submittal as a Deliverable.

Exhibit(s):

- None.

For internal J-U-B use only:

PROJECT LOCATION (STATE): WA

TYPE OF WORK: City

R&D: Yes

DISCIPLINE: Wastewater Collection

PROJECT DESCRIPTION(S):

1. Sewer/Wastewater Collection/Disposal (S04)
2. Stormwater (S13)

Draft

EXHIBIT 1-X: WORK BREAKDOWN STRUCTURE
BASIS OF FEE ESTIMATE



	PM, Accounting
	Civil
	Stormwater
	Electrical/Controls
	Structural
	Technical Expert/Overall QC

Project Title, Client:
Project Number:
Prepared By:

Lift Station Rehabilitation and Replacement, City of Richland
30-25-040
TPF

			French, Tyler	Romero, Alejandro	Granja, Ana	Rigney, Amber	Karen Fritch	Harvey, Michael	Haws, Benjamin	Krichbaum, Phillip	Barker, Matthew	Schauwecker, Ted	Hagin, Alexander (Cal)	Watkins, Raymond	Schuster, Jessie	Vice, Lindsey		
Task Number	Subtask Number	Task/Subtask Name / Activity Description	Project Manager	Project Engineer - Lead	Project Designer - Lead	Project Designer	Project Designer - Lead	CAD Designer - Lead	Program Manager - Lead	PE – Discipline Lead Sr.	Project Engineer - Lead	CAD Designer - Senior	Project Designer	Program Manager - Senior	Project Engineer - Lead	Project Accountant	J-U-B Expenses	Total Compensation
010		Project Management and Coordination	88	0	0	0	0	0	0	0	0	0	0	0	0	25	\$0	\$22,700
010	001	Project Management	88	0	0	0	0	0	0	0	0	0	0	0	0	25	\$0	\$22,700
		Set up project in Vision	2													3	\$0	\$800
		Conduct project planning and risk assessment	10														\$0	\$2,300
		Coordinate QA/QC process	10														\$0	\$2,300
		Communicate and coordinate J-U-B team activities	18														\$0	\$4,100
		Monitor and report project status, budget and schedule	16														\$0	\$3,700
		Monthly invoicing	16													16	\$0	\$5,200
		Ongoing document handling and filing	12														\$0	\$2,800
		Project Closeout	4													6	\$0	\$1,500
020		Montana SSLS	30	92	152	2	0	68	11	13	63	22	33	10	22	0	\$200	\$99,400
020	001	Preliminary Design	10	28	68	2	0	24	6	4	12	6	7	4	2	0	\$100	\$32,700
		Review as-builts, record drawings, site information, and current operating conditions		4	12												\$0	\$2,800
		Site Visit		2	2	2					2		2				\$100	\$1,900
		Topographic Survey - None (provided by City)															\$0	\$0
		Drone Survey - None (imagery provided by City)															\$0	\$0
		Review and process City-supplied survey data into formatted base drawing			4			6									\$0	\$1,600
		Internal Design Meetings (4)	2	2	2			2			2						\$0	\$2,000
		Conceptual Site Layout/Design		6	10			10			6	6	4		2		\$0	\$7,900
		Model conceptual designs		2	6			6									\$0	\$2,400
		Develop Tech Memo - Draft		4	20				2		2		1				\$0	\$5,300
		Draft Memo City Workshop	4	4	4												\$0	\$2,400
		Finalize Tech Memo		4	8												\$0	\$2,200
		Tech Memo QC Review	4						4	4				4			\$0	\$4,200
		30% Design Plans - None (conceptual site layout submitted with tech memo)															\$0	\$0
		30% Design QC Review - None (conceptual site layout submitted with tech memo)															\$0	\$0
020	002	Permitting Support	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0
		None (provided by City)															\$0	\$0
020	003	Design	17	58	80	0	0	44	5	9	51	16	26	6	20	0	\$0	\$63,900
		Internal Design Meetings (8)	4	4	4						4			1	4		\$0	\$4,400
		60% Design Plans		8	12			20			5	6	5		2		\$0	\$10,200
		60% Design Cost Estimate		4	6						4		4		2		\$0	\$3,700
		60% Design Specifications (outline)		2	4						2				2		\$0	\$1,900
		60% Design QC Review	2						2	4				2			\$0	\$2,700
		60% Design Review City Workshop	4	6	4												\$0	\$2,900
		90% Design Plans		8	16			16			8	6	8		4		\$0	\$11,700
		90% Design Cost Estimate		2	4						2		1		1		\$0	\$1,900
		90% Design Specifications		4	8						10		4		1		\$0	\$5,100
		90% Design QC Review	3						3	5				3			\$0	\$3,700
		90% Design Review City Workshop	4	6	4												\$0	\$2,900
		O&M Manual - Draft		4	6						2						\$0	\$2,300
		Design Report and Ecology Correspondance - None (not submitting to Ecology)															\$0	\$0
		Final Design Plans		6	8			8			6	4	2		2		\$0	\$6,600
		Final Design Cost Estimate		2	2						2		1		1		\$0	\$1,500
		Final Design Specifications		2	2						6		1		1		\$0	\$2,400
020	004	Bid and Award	3	6	4	0	0	0	0	0	0	0	0	0	0	0	\$0	\$2,600
		Pre-bid Meeting	2	2													\$0	\$900
		City-led Bidder Questions	1	4	4												\$0	\$1,700
		Addendum (0) - None (completed by City)															\$0	\$0
		Review of Bids - None (completed by City)															\$0	\$0

EXHIBIT 1-X: WORK BREAKDOWN STRUCTURE
BASIS OF FEE ESTIMATE



	PM, Accounting
	Civil
	Stormwater
	Electrical/Controls
	Structural
	Technical Expert/Overall QC

Project Title, Client:
Project Number:
Prepared By:

Lift Station Rehabilitation and Replacement, City of Richland
30-25-040
TPF

			French, Tyler	Romero, Alejandro	Granja, Ana	Rigney, Amber	Karen Fritch	Harvey, Michael	Haws, Benjamin	Krichbaum, Phillip	Barker, Matthew	Schauwecker, Ted	Hagin, Alexander (Cal)	Watkins, Raymond	Schuster, Jessie	Vice, Lindsey		
Task Number	Subtask Number	Task/Subtask Name / Activity Description	Project Manager	Project Engineer - Lead	Project Designer - Lead	Project Designer	Project Designer - Lead	CAD Designer - Lead	Program Manager - Lead	PE – Discipline Lead Sr.	Project Engineer - Lead	CAD Designer - Senior	Project Designer	Program Manager - Senior	Project Engineer - Lead	Project Accountant	J-U-B Expenses	Total Compensation
		Summarize Bid Results - None (completed by City)															\$0	\$0
030		Meadows South, Terminal, & Wellhouse SSLS	33	130	2	200	0	128	14	16	100	54	71	16	46	0	\$200	\$149,200
030	001	Preliminary Design	10	44	2	92	0	42	6	4	14	14	11	4	4	0	\$100	\$44,000
		Review as-builts, record drawings, site information, and current operating conditions		8		20											\$0	\$4,600
		Site Visit		2	2	2					2		2				\$100	\$1,900
		Topographic Survey - None (provided by City)															\$0	\$0
		Drone Survey - None (imagery provided by City)															\$0	\$0
		Review and process City-supplied survey data into formatted base drawing				8		10									\$0	\$2,800
		Internal Design Meetings (4)	2	4		4		2			2						\$0	\$2,600
		Conceptual Site Layout/Design		16		20		20			8	14	8		4		\$0	\$15,700
		Model conceptual designs		2		6		10									\$0	\$2,900
		Develop Tech Memo - Draft		4		20			2		2		1				\$0	\$4,800
		Draft Memo City Workshop	4	4		4											\$0	\$2,400
		Finalize Tech Memo		4		8											\$0	\$2,000
		Tech Memo QC Review	4						4	4				4			\$0	\$4,200
		30% Design Plans - None (conceptual site layout submitted with tech memo)															\$0	\$0
		30% Design QC Review - None (conceptual site layout submitted with tech memo)															\$0	\$0
030	002	Design	20	80	0	104	0	86	8	12	86	40	60	12	42	0	\$0	\$102,600
		Internal Design Meetings (8)	4	4		4					4		4		4		\$0	\$4,600
		60% Design Plans		12		20		30			10	10	12		8		\$0	\$17,700
		60% Design Cost Estimate		6		8					6		4		4		\$0	\$5,200
		60% Design Specifications (outline)		2		4					4				4		\$0	\$2,700
		60% Design QC Review	4						4	6				4			\$0	\$4,800
		60% Design Review City Workshop	4	6		4											\$0	\$2,800
		90% Design Plans		14		22		34			14	14	14		8		\$0	\$20,900
		90% Design Cost Estimate		4		6					4		4		3		\$0	\$3,800
		90% Design Specifications		4		8					8				3		\$0	\$4,400
		90% Design QC Review	4						4	6				4			\$0	\$4,800
		Incorporate backup generators into design		2							16	8	10	4			\$0	\$7,800
		90% Design Review City Workshop	4	6		4											\$0	\$2,800
		O&M Manual - Draft (3 manuals)		6		8					2						\$0	\$2,900
		Design Report and Ecology Correspondance - None (not submitting to Ecology)															\$0	\$0
		Final Design Plans		10		12		22			10	8	8		4		\$0	\$13,000
		Final Design Cost Estimate		2		2					2		2		2		\$0	\$1,900
		Final Design Specifications		2		2					6		2		2		\$0	\$2,700
030	003	Bid and Award	3	6	0	4	0	0	0	0	0	0	0	0	0	0	\$0	\$2,600
		Pre-bid Meeting	2	2													\$0	\$900
		City-led Bidder Questions	1	4		4											\$0	\$1,700
		Addendum (0) - None (completed by City)															\$0	\$0
		Review of Bids - None (completed by City)															\$0	\$0
		Summarize Bid Results - None (completed by City)															\$0	\$0
040		McMurray SWLS	30	89	142	2	45	64	11	13	68	22	37	12	24	0	\$200	\$106,500
040	001	Preliminary Design	10	26	58	2	36	20	6	4	8	2	6	4	2	0	\$100	\$34,200
		Review as-builts, record drawings, site information, and current operating conditions		4	12		8										\$0	\$4,200
		Site Visit		2	2	2					2		2				\$100	\$1,900
		Topographic Survey - None (provided by City)															\$0	\$0
		Drone Survey - None (imagery provided by City)															\$0	\$0
		Review and process City-supplied survey data into formatted base drawing			4			6									\$0	\$1,600
		Internal Design Meetings (4)	2	2	2		2	2			2		2				\$0	\$2,600
		Conceptual Site Layout/Design		4	6			6			2	2	2		2		\$0	\$4,300

EXHIBIT 1-X: WORK BREAKDOWN STRUCTURE
BASIS OF FEE ESTIMATE



Project Title, Client:
Project Number:
Prepared By:

Lift Station Rehabilitation and Replacement, City of Richland
30-25-040
TPF

PM, Accounting
Civil
Stormwater
Electrical/Controls
Structural
Technical Expert/Overall QC

[illegible]



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 8/6/2025

Agenda Category: Resolutions - Adoption

Strategic Priority I - High Performance Government

Subject

Resolution No. 2025-108, Authorizing Applications to the Washington State Department of Commerce Public Works Board for the Wastewater Treatment Plant Anaerobic Digester Improvements and Grit Works Rehabilitation Projects

Department/Office

Public Works

Ordinance/Resolution Number

2025-108

Document Type

Resolution

Recommended Motion

Adopt Resolution No. 2025-108, authorizing applications to the Washington State Department of Commerce Public Works Board for the Wastewater Treatment Plant Anaerobic Digester Improvements and Grit Works Rehabilitation Projects.

Summary

The City owns and operates a wastewater treatment plant (WWTP) that treats municipal and industrial wastewater from the municipal sewer collection system. This facility includes a solids handling system designed to stabilize the residual solids generated from the water treatment processes. The Washington State Department of Commerce's Public Works Board offers low-interest loans to local agencies for infrastructure needs. The Public Works Board offers loans in two (2) separate funding programs: the Pre-Construction Funding Program and the Construction Funding Program. Utilizing Public Works Board loans for City utility infrastructure reduces costs for the City's ratepayers.

The 2025-2030 Capital Improvement Program includes a project entitled Wastewater Treatment Plant Grit Works Rehabilitation Project (the "Grit Works Project") to repair and replace components of the grit works to improve the reliability, safety, and efficiency of the solids handling system. The construction phase of the Grit Works Project is well-suited to the Public Works Board's Construction Funding Program.

The 2025-2030 Capital Improvement Program includes a project entitled Wastewater Treatment Plant Anaerobic Digester Improvements Project (the "Anaerobic Digester Project") to replace end-of-life components to improve digester reliability, performance, and energy efficiency. The engineering design phase of the Anaerobic Digester Project is well suited to the Public Works Board's Pre-Construction Funding Program.

On July 8, 2025, the City of Richland Utility Advisory Committee recommended that City Council authorize staff to apply to the Public Works Board loan programs for these projects. The City's best interests are served by utilizing the low-interest loan financing provided by the Washington State Department of Commerce's Public Works Board to complete the projects' deliverables.

Staff recommends adoption of Resolution No. 2025-108.

Fiscal Impact

Staff propose submitting loan applications for approximately \$3,200,000 for the Grit Works Rehabilitation Project and \$500,000 for the Wastewater Treatment Plant Anaerobic Digester Improvements Project. While exact terms are not known until loan acceptance, debt service and loan terms are negotiated to best match the useful life of the assets and match market conditions. Interest rates provided by the Public Works Board are generally favorable and below market rates. The resulting debt service will be included in future cost of service analysis when determining utility rates.

Attachments

- I. Resolution No. 2025-108

RESOLUTION NO. 2025-108

A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON, AUTHORIZING APPLICATIONS TO THE WASHINGTON STATE DEPARTMENT OF COMMERCE'S PUBLIC WORKS BOARD FOR THE WASTEWATER TREATMENT PLANT ANAEROBIC DIGESTER IMPROVEMENTS AND GRIT WORKS REHABILITATION PROJECTS.

WHEREAS, the City of Richland owns and operates a Wastewater Treatment Plant (WWTP) that treats municipal and industrial wastewater from the municipal sewer collection system, and includes a solids handling system to stabilize the residual solids generated from the water treatment processes; and

WHEREAS, the Washington State Department of Commerce's Public Works Board (the "Board") offers low-interest loans to local agencies for infrastructure needs; and

WHEREAS, the Board offers loans in two (2) separate programs, a pre-construction program and a construction program; and

WHEREAS, utilizing Board loans for utility infrastructure reduces costs to the City's ratepayers; and

WHEREAS, the 2025-2030 Capital Improvement Plan (CIP) includes a project titled Wastewater Treatment Plant Grit Works Rehabilitation Project (the "Grit Works Project") to repair and replace components of the grit works to improve reliability, safety and efficiency of the solids handling system; and

WHEREAS, the construction phase of the Grit Works Project is well-suited for the Public Works Board construction program; and

WHEREAS, the 2025-2030 Capital Improvement Plan (CIP) includes a project titled Wastewater Treatment Plant Anaerobic Digester Improvements Project (the "Anaerobic Digester Project") to replace end-of-life components to improve digester reliability, performance and energy efficiency; and

WHEREAS, the engineering design phase of the Anaerobic Digester Project is well-suited for the Public Works Board pre-construction program; and

WHEREAS, at its July 8, 2025 meeting, the Utility Advisory Committee (UAC) favorably recommended submission of applications to the Public Works Board loan programs for these projects; and

WHEREAS, the City's best interests are served by utilizing the low-interest loan financing provided by the Washington State Department of Commerce's Public Works Board to complete the projects' deliverables.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that staff is authorized to submit applications to the Washington State Department of Commerce's Public Works Board construction loan program for the Wastewater Treatment Plant Grit Works Rehabilitation Project, and the Washington State Department of Commerce's Public Works Board pre-construction program for the Wastewater Treatment Plant Anaerobic Digester Improvements Project.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland, Washington, at a special meeting on the 6th day of August, 2025.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney